Dated 7th April 2026

YORKSHIRE DALES NATIONAL PARK AUTHORITY

And

HABITAT NW LIMITED

DEED
Pursuant to Section 106 of the Town and Country Planning Act 1990
relating to land at
West Scrafton Coverdale North Yorkshire
DL8 4RU

THIS DEED is made the seventh day of April 2026

BETWEEN

(1) **YORKSHIRE DALES NATIONAL PARK AUTHORITY** of Yoredale, Bainbridge, Leyburn, North Yorkshire, DL8 3EL (the "**Authority**"); and

(2) **HABITAT NW Limited** (company registered number 15728374) whose registered office is at 54 Croft Drive East, Wirral, Merseyside, CH48 2JP ("the **Owner**")

WHEREAS

(A) The Authority is the local planning authority for the purposes of the Act for the area in which the Gain Site is located.

(B) The Owner is the freehold proprietor of the Gain Site with Title Absolute registered at HM Land Registry under title number NYK519954 free from encumbrances other than those matters contained or referred to in the Charges Register of Title Number NYK519954 at the date of this Deed.

(C) The Environment Act contains provision (brought into force by Secondary Legislation) for all development in England to achieve a minimum 10% Biodiversity Net Gain and for such Biodiversity Net Gain to be secured (amongst other ways) by purchase of biodiversity units.

(D) The Authority and the Owner enter into this Deed in order to secure the creation, enhancement and management of habitats for the delivery of Biodiversity Units on the Gain Site to provide Biodiversity Net Gain as set out in the planning obligations contained in this Deed, having regard to the National Planning Policy Framework the Environment Act and its Secondary Legislation with the intention that the obligations contained in this Deed may be enforced by the Authority against the Owner and its successors in title.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed, unless the context otherwise requires:

1.1.1 the following expressions shall have the meanings ascribed to them:

1990 Act	means the Town and Country Planning Act 1990 (as amended);
Adaptive Management	means a systematic approach to natural resource management that involves monitoring and evaluating the effectiveness of management actions then intervening as necessary to

	improve outcomes over time; it is an iterative process in which management actions are followed by targeted monitoring of outcomes which in turn inform the ongoing management;
Allocation	means the allocation of a specific portion of the BNG Capacity by the Owner and recording that allocation on the Biodiversity Gain Site Register (and **Allocate** and **Allocated** and **Allocations** shall be construed accordingly);
Allocation Agreement	means an agreement to be entered into by the Owner and a developer for a Reservation and/or an Allocation;
Baseline Condition of the Gain Site	means the baseline Biodiversity Value of the Gain Site in January 2025 (recorded in the HMMP) (being the date the baseline of the habitat at the Gain Site was assessed) reflecting the types size and condition of each habitat within the Gain Site (in Biodiversity Units) prior to commencement of the Habitat Works;
Biodiversity Gain Site Register	means the statutory biodiversity gain site register created under Regulation 3 of the Biodiversity Gain Site Register Regulations 2024 or any other equivalent regulations;
Biodiversity Metric	means the statutory biodiversity accounting tool published by DEFRA or Natural England from time to time that can be used to measure the biodiversity value or relative biodiversity value of habitat or habitat enhancement for the purposes of Biodiversity Net Gain;
Biodiversity Net Gain or **BNG**	means a net increase in the Biodiversity Value of land;
Biodiversity Value	the unit quantification of the size of an area and distinctiveness quality and condition of its habitat to provide a measure of ecological value

	assessment using the Biodiversity Metric;
Biodiversity Unit(s)	means the quantum of Biodiversity Net Gain;
BNG Capacity	means the total Biodiversity Units resulting from the implementation of the HMMP on the Gain Site;
BNG Capacity Report	a report in substantially the form appended hereto at Appendix 3 to be updated upon each Reservation and Allocation;
BNG Management Period	means the period of not less than 30 (thirty) years commencing on the Habitat Works Completion Date:
BNG Monitoring Report	a written statement prepared by the Owner and submitted to the Authority for approval and provided as set out in the HMMP confirming (together with such accompanying evidence as may reasonably be required to demonstrate such confirmation) that the Gain Site is being managed and maintained in accordance with the HMMP and which shall report on inter alia: (a) area(s) of new habitat created; (b) area(s) of habitat enhancement; (c) sward/stem heights prior to mowing; (d) cover of vascular plants; (e) population(s) of rare plants; (f) presence of invasive native species;

	(g) presence of self-set trees and shrubs; (h) scrub encroachment; (i) density of annual plants; (j) species diversity; (k) area(s) of bare ground; (l) For species richness; and (m) evidence of mowing and offsite disposal of cuttings;
Bundling	means the Allocation of a single Biodiversity Unit representing several different environmental benefits but which do not involve Double Counting as referred to in the Nature Markets Publication;
Deed	means this agreement;
Default Notice	means a notice which may be served by the Authority on the Owner under paragraph 6 of Schedule 2 of this Deed;
Default Interest Rate:	means 4% (four percent) per annum above the base rate of the Bank of England from time to time;
DEFRA	means the Government Department for Environment, Food & Rural Affairs responsible for environmental protection, food production agriculture and rural communities amongst other things;
Double Counting	means the Allocation of the same Biodiversity Unit more than once as the basis for duplicated claims of biodiversity gain as referred to in the Nature Markets Publication;

Environment Act	the Environment Act 2021;
Expected Minimum Metric Biodiversity Value	means the projected minimum value of the Gain Site (in Biodiversity Units) calculated by comparing the Baseline Condition of the Gain Site with the projected type size and condition of each habitat on the Gain Site at the end of the BNG Management Period in accordance with the Biodiversity Metric as a result of implementing the Habitat Works and implementing management and monitoring as set out in the HMMP;
Expert	has the meaning given by clause 8.4 of this Deed;
Force Majeure Event	has the meaning set out in clause 12.3.1;
Gain Site	means the land at West Scrafton Coverdale North Yorkshire shown for identification purposes only edged red on the Gain Site Plan or a modified plan pursuant to clause 3.3;
Gain Site Plan	means the plan appended hereto at Appendix 1;
Gain Site Visit(s)	means a site visit or visits to the Gain Site by the Authority officers, contractors and/or consultants (including time and costs associated with preparation and travel to and from the Gain Site) so as to monitor compliance with the Owner's Obligations;
Habitat Monitoring Report	means a monitoring report to be issued to the Authority from time to time for approval as specified in the HMMP and each Habitat Monitoring Report shall take account of the Authority's comments in its review under paragraphs 2.4 and 2.5 of Schedule 2;
Habitat Works	any habitat creation and enhancement works set out in the approved HMMP (excluding any management or

	monitoring activities specified in the approved HMMP);
Habitat Works Commencement Notice	a written notice given by the Owner to the Authority specifying the date on which the Owner intends to implement Habitat Works on the Gain Site pursuant to the HMMP;
Habitat Works Completion Certificate	a certificate issued by the Authority certifying that the Habitat Works have been completed to the Authority's reasonable satisfaction and stating the Habitat Works Completion Date;
Habitat Works Completion Date	the date that the Authority issues a Habitat Creation Works Completion Certificate;
Habitat Works Completion Notice	a notice issued by the Owner confirming that that the Habitat Works have been completed in accordance with an approved HMMP and are ready for inspection by the Authority;
Habitat Works Defects Notice	a notice issued by the Authority informing the Owner that the Habitat Works have not been completed to the Authority's reasonable satisfaction, specifying the works required to complete the Habitat Works and the date(s) by which those works must be completed;
HMMP	means the approved document titled 'Habitat Management and Monitoring Plan' appended to this Deed at Appendix 2 (or such revised or replacement document as shall be approved by the Authority from time to time in accordance with paragraph 1 of Schedule 1) which contains written narrative and spatial mapping details for the Biodiversity Net Gain on the Gain Site;
Index	the Consumer Price Index as published by the Office of National Statistics (or any successor body);

Index Linked	adjusted in accordance with clause 9.3;
Legal Additionality Test	means the requirement that a Biodiversity Unit is not provided to meet an existing regulatory obligation on the part of the Owner as referred to in the Nature Markets Publication;
Modification Notice	means a notice given to the Authority by the Owner: (a) identifying land which at the date of the notice: (i) which forms part of the Gain Site; (ii) has not been Allocated; and (iii) which is proposed to be removed from the Gain Site (b) signed by the Owner; (c) including a draft (i) modified HMMP to reflect the area of land to be removed from the Gain Site; and (ii) application to amend the Registration so it accurately reflects the consequences of such a modification; and (d) requesting the Authority's confirmation that the notice is valid;
Monitoring Fee	the sum of £11,089 (eleven thousand, eighty nine pounds) Index Linkd as a contribution towards the Authority's costs of monitoring the Owner's obligations under this Deed;
Natural England	means the public body known as Natural England or any successor body which acts as the Government's advisor for the natural environment in England;

Nature Markets Publication	the publication entitled "Nature markets: A framework for scaling up private investment in nature recovery and sustainable farming" published by the Government in March 2023 and such other guidelines or regulations published by the Government from time to time which may supersede this publication;
Parties	means (collectively) the Authority and the Owner and **Party** shall refer to any of them as the context requires;
Register	means the act of applying for Registration on the Biodiversity Gain Site Register;
Registration	means the record on the Biodiversity Gain Site Register of the Gain Site, and/ or the BNG Capacity, and / or any Allocations on the Biodiversity Gain Site Register as relevant;
Relevant Event	means any of the following events: (a) a change in the law and/or national policy; or (b) a decision of a Court, tribunal, Secretary of State or other decision maker with competence, that results in Biodiversity Net Gain not being required by law or the Gain Site the subject of this Deed no longer being considered to be an effective form of Biodiversity Net Gain;
Remaining BNG Capacity	means the available BNG Capacity which can be Allocated to a development and **Remaining BNG Capacity Calculation** shall be construed accordingly;
Reserve	to reserve the BNG Capacity or a proportion of the BNG Capacity for Allocation at a future date subject to such conditions as shall be specified in an Allocation Agreement and

	"**Reservation**" and "**Reserved**" shall be construed accordingly;
Secondary Legislation	secondary legislation made under the Environment Act bringing into force the provisions of Part 6 of that the Environment Act;
Set up Fee	the sum of £2772 (two thousand seven hundred and seventy two pounds) as a contribution towards the Authority's costs incurred in approving the HMMP;
Stacking	means the use of different credits or units for different ecosystem services for the same piece of land to achieve multiple environmental outcomes, but which does not involve Double Counting as referred to in and permitted in accordance with the Nature Martlets Publication;
Variation Event	means any of the following events that would have a material impact on the calculation of any Biodiversity Net Gain that has not been Allocated: a) a change in Natural England's guidance or policies that materially affects the application of the Biodiversity Metric; b) a change in scientific opinion based on evidence that materially affects the application of the Biodiversity Metric; c) a change in industry practices or in the generally accepted calculation methods for the type or extent of land required to achieve Biodiversity Net Gain that materially affects the application of the Biodiversity Metric; d) the Biodiversity Metric is amended, updated or replaced by Natural England and/ or DEFRA; e) the Gains Site becomes designated by law or is otherwise encumbered

	with any rights that are not compatible with Biodiversity Net Gain or any existing Allocations; f) such other event as may be agreed between the Parties which constitutes a Variation Event;
Working Day	means Monday to Friday inclusive excluding Bank or public holidays in England.

1.1.2 Any reference to:

(a) a clause, paragraph, schedule or plan is to a clause of or paragraph to a schedule or plan of this Deed;

(b) the singular includes the plural and vice versa;

(c) any gender includes a reference to all genders;

(d) a "person" includes any individual, firm, company, corporation government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality);

(e) a provision of law is a reference to that provision as amended or re-enacted;

(f) Clause and Schedule headings are for ease of reference only;

(g) References to any Party to this Deed shall include the successors in title to that Party and to any deriving title through or under that Party and in the case of the Authority the successors to its statutory functions.

2 LEGAL BASIS

2.1 This Deed is made under Section 106 of the 1990 Act and Section 111 of the Local Government Act 1972 and all other enabling powers with intent that it creates planning obligations binding the Owner's interest in the Gain Site.

2.2 The obligations, restrictions and covenants of the Owner in Schedule 1 of this Deed are planning obligations for the purposes of Section 106 of the 1990 Act enforceable by the Authority as local planning authority.

2.3 No person shall be liable for any breach of any provisions of this Deed after it shall have parted with its entire interest in the Gain Site or part thereof to which the breach

relates but without prejudice to its liability for any subsisting breach arising prior to parting with such interest and for the purposes of this clause a person parts with an interest in the Gain Site notwithstanding the retention of easements or the benefit of covenants, restrictions or reservations which shall not constitute an interest for the purposes of this clause.

3 CONDITIONALITY AND TERMINATION

3.1 This Deed is effective on the date it is dated.

3.2 Where a Relevant Event occurs, the obligations in Schedule 1 of this Deed shall cease to apply in relation to any part of the Gain Site which has not Allocated Biodiversity Units at the date of the Relevant Event.

3.3 The Gain Site Plan shall be modified (and the modified version noted on this Deed by way of a memorandum) where the Authority agrees (or the Expert determines) that the relevant Modification Notice is valid.

3.4 A Modification Notice may only be served in respect of the Gain Site where:

(a) no Allocations have been made at the date of the notice; or

(b) no previous Modification Notices are awaiting confirmation or determination of their validity.

3.5 The Parties acknowledge that the obligations on the Owner in Schedule 1 of this Deed shall cease to apply in the event that no Allocations have been made and the Owner and Authority agree a deed of discharge.

4 THE OWNER'S COVENANTS

4.1 The Owner covenants with the Authority:

4.1.1 with the intent to bind its interest in the Gain Site which will be bound by and subject to the terms of this Deed to observe ad perform the covenants, restrictions and obligations contained in this Deed and as set out in Schedule 1.

4.1.2 from the date of this Deed not to encumber of otherwise deal with their interest in the Gain Site or any part or parts thereof in any manner whatsoever whereby the obligations covenants and undertakings imposed by this Deed are rendered impossible to carry out.

4.1.3 there are no interests (legal or equitable) for the purposes of Section 106 of the Act in the Gain Site other than as detailed in this Deed.

5 THE AUTHORITY'S COVENANTS

The Authority covenants with the Owner as set out at Schedule 2 of this Deed.

6 INTEREST ON LATE PAYMENT

If any sum or amount has not been paid to the Authority by the date it is due, the Owner shall pay the Authority interest on that amount at the Default Interest Rate. Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

7 OWNERSHIP

7.1 The Owner shall notify the Authority immediately of any change in ownership of any of its interests in the Gain Site occurring before all the obligations under this Deed have been discharged.

7.2 Notice under Clause 7.1 shall include details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Gain Site purchased by reference to a plan.

8 DISPUTES

8.1 In the event that a matter the subject of this Deed shall be in dispute, the Parties shall use reasonable endeavours to resolve the same between themselves.

8.2 If the dispute remains unresolved having used reasonable endeavours to resolve the dispute pursuant to clause 8.1 then after 20 (twenty) Working Days of the dispute arising one Party may by serving notice on the other Party (the **Dispute Notice**) require the dispute to be referred to an Expert for determination.

8.3 The Dispute Notice must specify:

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

8.3.2 the Plan, clause, or paragraph of a Schedule or Annex pursuant to which the dispute has arisen; and

8.3.3 a proposed suitably qualified and independent Expert to determine the dispute.

8.4 The Expert shall be a suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as the Expert whose decision shall be final and binding on the Parties in the absence of manifest error.

8.5 Any costs incurred by referring a dispute to the Expert under this clause shall be borne by the Party incurring such costs unless the Expert determines otherwise.

8.6 A person appointed under this clause shall act as an independent expert and not an arbitrator. It shall be a term of appointment that a timetable for determination of the dispute shall be fixed at the outset of the matter provided that such timetable shall provide that:

8.6.1 each Party to the dispute must submit its first representations to the person appointed under Clause 8.4 above within 28 (twenty eight) days of the

person appointed writing to the Parties requesting such representations; and

8.6.2 once the Parties to the dispute have received the first representations that each has submitted to the person appointed under Clause 8.4 above, they shall have a further 14 (fourteen) days to submit to the person appointed their response to these first representations.

8.7 This Clause 8 does not:

8.7.1 affect the Authority's ability to apply for and be granted:

(a) declaratory or injunctive relief, specific performance, payment of any sum, damages or any other means of enforcing this Deed; or

(b) consequential and interim orders and relief;

8.7.2 apply to disputes in relation to matters of law which will be subject to the jurisdiction of the courts;

8.7.3 fetter any Party's rights to bring an action in the courts;

8.7.4 apply to any dispute in relation to any matter which is expressly to be agreed or approved or determined by any Party in its absolute discretion under this Deed or in relation to any failure or delay by such Party in agreeing or approving or determining such matter in its absolute discretion.

9 COSTS AND MONITORING FEES

9.1 The Owner covenants with the Authority to pay to the Authority on the date hereof the Set up Fee and the Authority's reasonable legal fees for the preparation, negotiation and completion of this Deed.

9.2 The Owner shall pay the Monitoring Fee (Index Linked) within 12 (twelve) months of the Habitat Works Completion Date.

9.3 Any payment due to the Authority under 9.2 above shall be adjusted by applying the Index from the date of this Deed to the date of payment.

10 MISCELLANEOUS

10.1 Where the agreement, approval, consent or expression of satisfaction is to be given by any Party or any person on behalf of any Party hereto under this Deed such agreement, approval or consent or expression of satisfaction:

10.1.1 shall not be unreasonably withheld or delayed;

10.1.2 shall be given in writing; and

10.1.3 may be validly obtained only before the act or event to which it applies.

10.2 Where any payment of costs or other payments are to be made by the Owner to the Authority in accordance with the provisions of this Deed such costs and other payments shall be deemed to be reasonable and proper.

10.3 This Deed shall be deemed a Local Land Charge and will be registered as such by the Authority.

10.4 If any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable, such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

10.5 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Authority in the exercise of its functions in any capacity (including in particular its capacities as highway authority and local planning authority) and the rights, powers, duties and obligations of the Authority under private, public or subordinate legislation may be effectively exercised as if it were not a Party to this Deed.

11 WAIVER

No waiver (whether expressed or implied) by the Authority of any breach or default in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Authority from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

12 LIMITATION OF LIABILITY

12.1 Unless otherwise stated herein, no person shall be liable under this Deed after it shall have parted with its interest in the Gain Site (or in the event of a disposal of part of the Gain Site be liable in respect of that part disposed) but without prejudice its liability for any subsisting breach arising prior to parting with such interest (or part thereof).

12.2 This Deed shall not be enforceable against:

12.2.1 any statutory undertaker who acquires any part of the Gain Site or interest therein for the exclusive purpose of carrying out their statutory undertaking; or

12.2.2 any person whose only interest in the Gain Site or any part of it is in the nature of the benefit of an easement or covenant, or as the owner of the sub-soil of any highway within the Gain Site.

12.3 No person shall be liable for breach of obligation if it is shown:

12.3.1 that the breach occurred as a result of a matter beyond its control (a '**Force Majeure Event**'); or

12.3.2 that the breach occurred as a result of doing, or not doing, something in an emergency in circumstances where it was necessary for that to be done, or not done in order to prevent loss of life or injury to any person;

PROVIDED THAT the Owner shall take reasonable steps to mitigate the effect of the Force Majeure Event or a breach caused by an event falling within 12.3.2 in the performance of its obligations

12.4 Any mortgage or charge over the Gain Site or any part of it created following the completion of this Deed shall take effect subject to this Deed PROVIDED THAT any such mortgagee or chargee with an interest in the Gain Site from time to time shall have no liability under this Deed unless it takes possession of the Gain Site or any part of it pursuant to the relevant mortgage or charge in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

13 NOTICES

13.1 Any notice to be given under this Deed shall be:

13.1.1 in writing; and

13.1.2 either

(a) delivered by hand;

(b) sent by pre-paid first-class post or other next Working Day delivery service; or

(c) sent by email (unless other statutory requirements provide otherwise)

13.1.3 sent to

(a) the Authority at the address referred to on page 1 of this Deed (marked for the attention of "The Head of Development Management") or as otherwise notified to the Owner from time to time); and

(b) the Owner at its registered address (marked for the attention of the Managing Director) or via email to russell@etiveecology.com or as otherwise notified to the Authority from time to time).

13.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14 COMMENTS FROM NATURAL ENGLAND

The Authority shall at the request of the Owner review any comments made by Natural England regarding the provisions of this Deed in order to achieve Registration of the Gain Site on the Biodiversity Gain Site Register and to enable the Allocation of the Biodiversity Units in accordance with the Environment Act the 1990 Act and Secondary Regulations enacted pursuant to them regarding Biodiversity Net Gain PROVIDED THAT any amendments and/ or variations needed to the provisions of this Deed must be made pursuant to a deed of variation and is subject to the provisions of clause 10.5.

15 RELEASE OF THE GAIN SITE

For the avoidance of doubt where all the Biodiversity Units from the Gain Site have been Allocated the Gain Site shall cease to be subject to the provisions of this Deed on the date that is 30 (thirty) years from the Habitat Works Completion Date PROVIDED THAT the Owner is not in material and continuing breach of any of the terms of his Agreement AND PROVIDED FURTHER that the release of the Gain Site shall be without prejudice to any accrued rights and remedies of the Parties for breach, non performance or on observance of the obligations under this Deed.

16 EXCEEDANCE OF EXPECTED MINIMUM METRIC BIODIVERSITY VALUE

In the event that more Biodiversity Units have been realised from the Gain Site than the Expected Minimum Metric Biodiversity Value before the expiry of the BNG Management Period then the Owner shall be entitled to request that the Authority enter into a further agreement made under section 106 of the 1990 Act to enable the Allocation of any additional Biodiversity Units at the Gain Site above the Expected Minimum Metric Biodiversity Value and the Authority shall retain its absolute discretion in determining whether or not to enter into such further agreement and the terms thereof.

17 DAMAGE TO THE GAIN SITE

17.1 If any damage occurs to the native vegetation on the Gain Site during the BNG Management Period the Owner shall:

17.1.1 notify the Authority as soon as possible of the nature of the damage;

17.1.2 provide to the Authority for approval a proposal to include delivery mechanisms and timeframes for restoration of the damage

17.1.3 comply with the reasonable direction of the Authority relating to the restoration of the damage; and

17.1.4 complete the restoration of the damage in accordance with the HMMP at the Owner's cost

PROVIDED THAT there is no obligation pursuant to this clause on the Owner to repair any damage to the Gain Site due to a Force Majeure Event.

18 VALUE ADDED TAX

18.1 Any sum payable under this Deed is exclusive of VAT (if any).

18.2 If at any time VAT is required to be paid in respect of any sum due under this Deed then to the extent that VAT had not been previously charged in respect of that sum the Authority shall have the right to issue a VAT invoice and the VAT shall be paid accordingly.

19 THIRD PARTY RIGHTS

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of any person which exists or is available apart from that Act.

20 GOVERNING LAW

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

21 EXECUTION

This Deed has been executed by the Parties and is delivered on the date on the first page.

Executed as a deed by affixing
the common seal of
YORKSHIRE DALES NATIONAL PARK AUTHORITY
in the presence of:
REDACTED BY YDNPA



Authorising Signatory

Executed as a deed by)
HABITAT NW LIMITED)
acting by a Director and its Secretary)
or by two Directors) REDACTED BY YDNPA

Director Name: (Capitals))

Director Signature:)

Director/Secretary Name (Capitals))

Director/Secretary Signature:)

SCHEDULE 1

The Owner's Covenants

The Owner covenants with the Authority so as to bind its interest in the Gain Site as follows:

1 HMMP

1.1 The Owner may at any time prepare and submit a revised or replacement HMMP to the Authority for approval including (for avoidance of doubt) to take account of any Relevant Event PROVIDED THAT any such revised HMMP shall be unacceptable if it would prejudice the Reservation and/or Allocation pursuant to an Allocation Agreement entered into and completed prior to the date of such revised or replacement HMMP.

1.2 The submission of any revised or replacement HMMP pursuant to paragraph 1.1 above shall incorporate Adaptive Management practices and shall in every case be accompanied by confirmation (with reasons) that the amendment would not prejudice the use or management of the Gain Site in a manner consistent with its function to deliver Biodiversity Net Gain.

2 HABITAT CREATION AND ENHANCEMENT

2.1 To commence the Habitat Works no later than 12 (twelve) months following the first Allocation to be generated from the Gain Site;

2.2 To submit a Habitat Works Commencement Notice to the Authority within 10 (ten) Working Days of undertaking any of the Habitat Works.

2.3 To implement and carry out the Habitat Works in accordance with the HMMP and with the timescale(s) set out in the HMMP.

2.4 To submit a Habitat Works Completion Notice to the Authority within 10 (ten) Working Days of completion of the Habitat Works.

2.5 Upon receipt of a Habitat Works Defects Notice the Owner shall complete or procure the completion of the works specified in that Habitat Works Defects Notice in accordance with the timescales set out therein and thereafter to continue to rectify any defects and issue Habitat Works Completion Notice in accordance with paragraph 2.4 above until the Authority issues the Habitat Works Completion Certificate.

3 MAINTENANCE

3.1 From the Habitat Works Completion Date maintain the Gain Site in accordance with the HMMP for the duration of the BNG Management Period:

3.1.1 to manage and maintain the Gain Site in accordance with the HMMP; and

3.1.2 not to carry out any activities on the Gain Site that would be materially contrary to the HMMP or would materially negatively impact the ability to achieve any target or objective set out therein.

4 MONITORING

4.1 To prepare and submit BNG Monitoring Reports in relation to the Habitat Works to the Authority as follows:

4.1.1 annually from the Habitat Works Completion Date until the third anniversary of the Habitat Works Completion Date; and

4.1.2 on the fifth anniversary of the Habitat Works Completion Date and every 5 (five) years thereafter for the duration of the BNG Management Period.

5 ALLOCATION

5.1 The Owner shall be at liberty to enter into an Allocation Agreement at the Owner's full discretion PROVIDED ALWAYS THAT the Owner shall not Allocate any BNG Capacity:

5.1.1 while an application to Register the Gain Site or amend the Registration of the Gain Site on the Biodiversity Gain Site Register is pending;

5.1.2 unless there is sufficient Remaining BNG Capacity to fulfil the Allocation as evidenced by the BNG Capacity Report;

5.2 To Register each Allocation;

5.3 To complete and maintain the BNG Capacity Report as a record of all BNG Capacity that is Allocated or Reserved; and

5.4 To submit a copy of the BNG Capacity Report to the Authority within 10 (ten) Working Days of such BNG Capacity Report being updated with a new record in accordance with this Deed.

5.5 At all times shall ensure that all Biodiversity Units Allocated or available for Allocation from the Gain Site shall at all times meet the Legal Additionality Test.

5.6 Shall ensure that there is no Double Counting of any Biodiversity Units PROVIDED THAT FOR THE AVOIDANCE OF DOUBT Bundling and Stacking of environmental credits or units will be permitted.

5.7 Shall not undertake intentional activities on the Gain Site that will lower the Baseline Condition of the Gain Site.

6 BREACH

6.1 To comply with the requirements of any Default Notice served by the Authority in accordance with paragraphs 6.1 and 6.2 of Schedule 2.

6.2 To permit the Authority its agents and contractors with or without equipment (upon reasonable notice in accordance with paragraph 5.1 of Schedule 2) to enter the Gain Site and /or land in the Owner's control to access the Gain Site for the purposes of inspection and taking such steps as set out in the Default Notice.

6.3 To reimburse the Authority of all expenditure reasonably incurred pursuant to the Authority exercising its rights as set out in paragraph 6.3 of Schedule 2 within 28 (twenty-eight) days of receipt of the invoices and receipts from the Authority or as otherwise directed by the Expert as the case maybe.

7 REGISTRATION

7.1 To Register the Gain Site on the Biodiversity Gain Site Register at any time but no later than when the first Allocation Agreement is completed.

7.2 To notify the Authority in writing of the date of any Registration within 10 (ten) Working Days of it occurring.

7.3 To do the following if an application to Register the Gain Site is unsuccessful, as soon as reasonably practicable:

7.3.1 notify the Authority in writing;

7.3.2 remedy the defects in the application;

7.3.3 re-apply to Register the Gain Site on the Biodiversity Gain Site Register; and

7.3.4 continue to notify the Authority and remedy defects in any application until the Gain Site is Registered.

7.4 Following first registration of the Gain Site on the Biodiversity Gain Site Register, the Owner shall comply with the requirements of the Environment Act and Secondary Legislation to keep such registration updated.

7.5 To Register any revised or replacement HMMP approved in accordance with paragraph 1 of this Schedule as soon as reasonably practicable after such revised or replacement HMMP is approved.

7.6 Not to amend the Registration without the Authority's prior written approval, other than to record additional Allocations or where necessary to comply with this deed

7.7 To do the following where a Modification Notice has been confirmed by the Authority or determined by the Expert to be valid:

7.7.1 Submit the modified HMMP in its approved form to be attached to this deed by way of memorandum: and

7.7.2 apply to amend the Registration in the approved form as soon as is reasonably practicable.

8 RECALCULATION OF BNG CAPACITY

8.1 To do the following where a Variation Event occurs and there is Remaining BNG Capacity that has not been Allocated:

8.1.1 not further Allocate any Remaining BNG Capacity until the Remaining BNG Capacity is agreed under paragraph 8.1.4 of this Schedule;

8.1.2 notify the Authority of its calculation of the Remaining BNG Capacity taking into account the Variation Event and submit it to the Authority for approval;

8.1.3 in the event of dispute over the calculation of the Remaining BNG Capacity calculated pursuant to subparagraph 8.1.2 above either Party may refer the matter to an Expert for determination.

8.1.4 upon receipt of written approval from the Authority for the calculation submitted pursuant to subparagraph 8.1.2 of this Schedule or by the Expert determination pursuant to clause 8, accept thereafter that the Remaining BNG Capacity shall be the amounts agreed and Allocate only the Remaining BNG Capacity on this revised basis.

SCHEDULE 2

Authority's Covenants

The Authority covenants with Owner as follows:

1 INSPECTION

1.1 To inspect the Habitat Works within 30 (thirty) Working Days following receipt of a Habitat Works Completion Notice;

1.2 To promptly (and no later than 10 (ten) Working Days from the inspection issue the Habitat Works Completion Certificate if the Habitat Works have been completed in accordance with the HMMP to the reasonable satisfaction of the Authority;

1.3 To promptly (and no later than 10 (ten) Working Days issue a Habitat Works Defects Notice, if the Authority determines that the Habitat Works have not been completed in accordance with the HMMP to the reasonable satisfaction of the Authority;

1.4 Where the Owner issues a subsequent Habitat Works Completion Notice under paragraph 2.5 of Schedule 1 to re-inspect the Gain Site under paragraph 1.1 of this Schedule and comply with paragraphs 1.2 or 1.3 of this Schedule as relevant until the Habitat Works Completion Certificate is issued.

2 HABITAT MANAGEMENT AND MONITORING PLAN

2.1 Not to unreasonably withhold or delay giving its written approval to any revised HMMP submitted by the Owner to the Authority under paragraph 1 of Schedule 1.

2.2 To review the Habitat Monitoring Reports submitted by the Owner.

2.3 Not to unreasonably withhold or delay giving its written approval to any Habitat Monitoring Report submitted by the Owner, where that Habitat Monitoring Report is considered by the Authority to be satisfactory.

2.4 Where a submitted Habitat Monitoring Report is considered to be satisfactory, the Authority may provide additional feedback specifying considerations for future monitoring and reporting, to include specific content or focus areas for future reports, additional reporting intervals, or additional Gain Site Visits that the Authority require for future years to ensure compliance with the HMMP.

2.5 Where a submitted Habitat Monitoring Report is considered to be unsatisfactory:

2.5.1 to provide feedback specifying why the Habitat Monitoring Report is not considered to be satisfactory and what needs amending, adding, or clarifying to make it satisfactory;

2.5.2 to offer a phone call, virtual meeting, or where issues are considered to be more significant and merit, a Gain Site Visit, at the discretion of the Authority;

2.5.3 review any re-submitted Habitat Monitoring Report in accordance with paragraphs 2.3 to 2.5 (inclusive) of this Schedule 2.

3 BIODIVERSITY GAIN REGISTER

3.1 To affirm with the Owner that the BNG Capacity shall be Allocated by the Owner at the Owner's absolute discretion subject to the provisions of this Deed.

4 FEES

4.1 To use the Monitoring Fee for its intended purposes as set out in this Deed and not for any other purpose.

5 RIGHT OF ACCESS

5.1 To give not less than 10 (ten) Working Days' notice to the Owner of its intention to access the Gain Site for the purposes of inspection to ascertain the Owner's compliance with its covenants under this Deed or a Default Notice.

6 DEFAULT NOTICE AND STEP-IN RIGHTS

6.1 Where it considers that the Owner is not complying with its obligations under this Deed, and intends to take steps to remedy the breach, to first notify the Owner providing:

6.1.1 the reasons for alleging non-compliance;

6.1.2 the steps it proposes the Owner should take to remedy any breach or non-compliance, and

6.1.3 the reasonable time limits for the Owner to take these steps;

6.2 Where it serves a Default Notice (or the Expert determines that the Owner should take any steps within a specified time limit), it may notify the Owner of any extension of time specified in the Default Notice or Expert's determination, as it considers appropriate (in is absolute discretion);

6.3 Where the Owner does not comply with the time limits specified in the Default Notice (or as otherwise agreed) or the Expert's determination, the Authority may undertake the requirements imposed on the Owner as set out in the Default Notice or Expert's determination provided that the Authority:

6.3.1 has complied with paragraph 6.1 above;

6.3.2 has complied with paragraph 5.1 above;

6.3.3 ensures minimal damage and inconvenience to the Owner;

6.3.4 promptly repairs any damage caused to the Gain Site or other land in the Owner's control or to the Owners property on the Gain Site or other land in the Owner's control by exercising the step-in rights under this paragraph 6.3; and

6.3.5 issues to the Owner a full breakdown of the time spent and costs incurred in exercising its step-in rights under this paragraph 6.3.

7. RECALCULATION OF BNG CAPACITY

7.1 To notify the Owner in relation to any Remaining BNG Capacity submitted pursuant to paragraph 8.1.1 of Schedule 1 whether:

(i) it is approved; or

(ii) why it is not approved.

8. MODIFICATION NOTICE

8.1 The Authority shall respond to Modification Notice within twenty (20) Working Days.

8.2 Where a Modification Notice is determined as valid pursuant to clause 3.2 the Authority shall update and remove reference to that part of the Gain Site identified in the Modification Notice in the Land Charges Register

APPENDIX 1

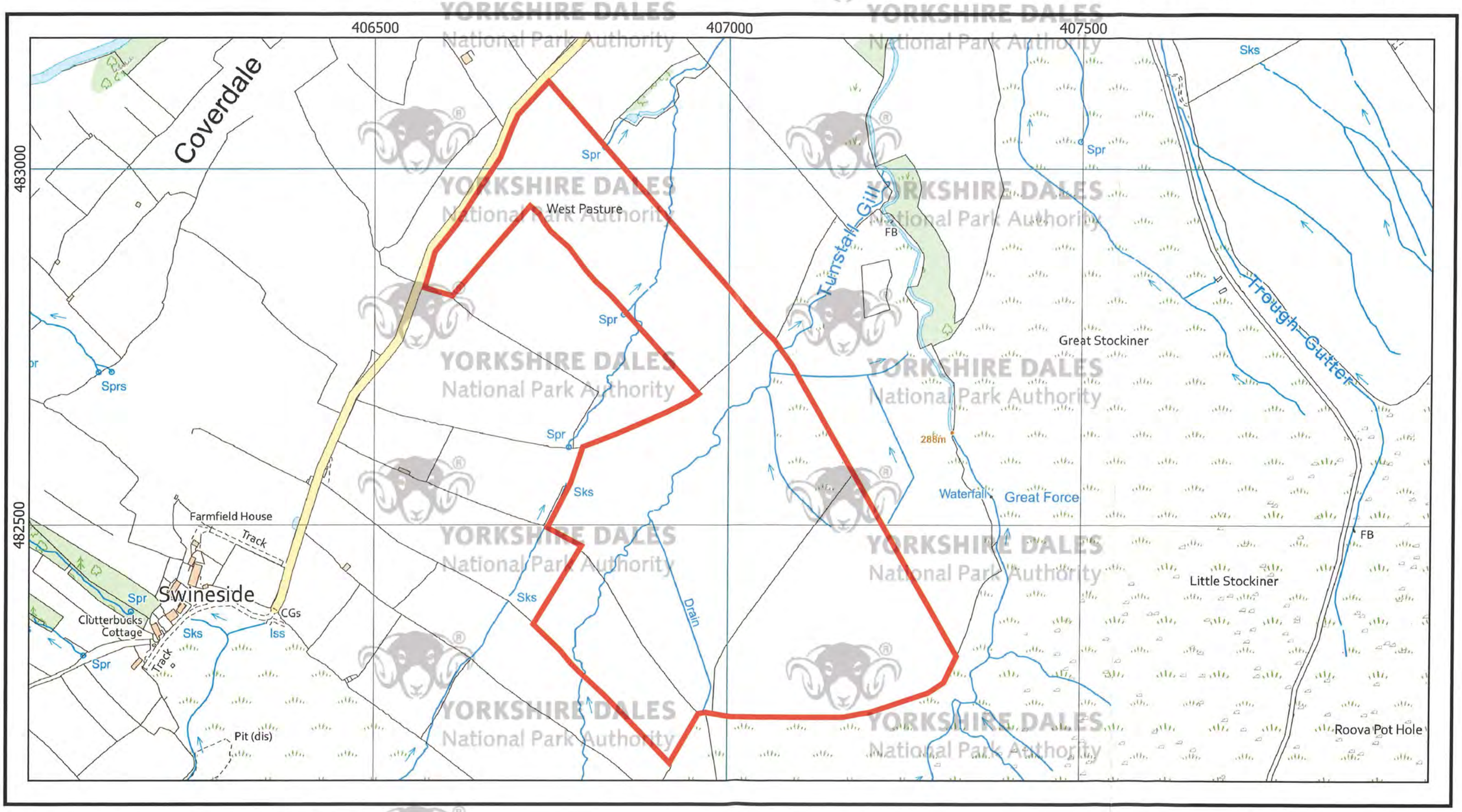
Gain Site Plan

LOCATION PLAN IN RESPECT OF
Scrafton Pasture Habitat Bank

YORKSHIRE DALES
National Park Authority

REDACTED BY YDNPA

Scale: 1:7,000 Grid Reference: SE070827



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Additional Information © Yorkshire Dales National Park Authority

APPENDIX 2

HMMP

NATURAL ENGLAND

Department for Environment Food & Rural Affairs

Habitat Management and Monitoring Plan

Site Name:	Scrafton Pasture
Date:	12/05/2025
Version:	1.0



REDACTED BY YDNPA

Author:

ETIVE ECOLOGY
Ecological Services & Solutions

Client:

Habitat NW Ltd.

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Version Control

The version control is used for updates to the content. Record the initial version and further version control details in this table each time the management plan is altered throughout the management and monitoring period.

Version	Issue Status	Prepared by / Date	Approved by / Date
1.0	Draft	Laura Clement-Evans	Russell Grey 12th May 2025

Document Details

Provide ownership, copyright and licensing information within this table.

Authorship Details
This document is the property of the landowner (Habitat NW Ltd).

1. Project Background

Summarise the key aspects of your management plan in this section. Table PB-B01 can be extended to suit the specific needs of individual projects.

Site Overview PB-B01	
Project type	Habita Bank
Development Name and Address	N/A
BNG Project Name and Address	Scrafton Pasture, West Scrafton, Layburn, North Yorkshire
Author Organisation	Etive Ecology Ltd
Landowner	Habitat NW Ltd
Land Manager	Habitat NW Ltd
Responsible person/organisation for creating or enhancing the habitat	Habitat NW Ltd
Period covered by this management plan	Start Date: 2025 End Date: 2055
Planning authority	Yorkshire Dales National Park
Planning reference (if applicable)	N/A
BNG register reference (if applicable)	TBC
Central OS grid reference	SE069825
Metric revision/title	1
Are any Irreplaceable Habitats present onsite	Yes: ☐ No: ☒

Summary of Management Plan

Habitats to be Retained, Created and Enhanced PB-B02

To be retained and enhanced:

- 17.95 ha of Purple Moor Grassland and Rush Pasture to be enhanced.
- 10.3 ha of Modified Grassland to be enhanced into Other Neutral Grassland.

Timescales for Actions PB-B03

Habitat creation and enhancement will be initiated immediately upon approval of this HMMP. Management will continue for 30 years until 2055.

Monitoring Requirements PB-B04

Monitoring will be undertaken in Years 1, 2, 3, 5, 10, 15, 20, 25 and 30.

Required Consents and Licences PB-B05

No consents or licences are required as part of the delivery of this HMMP.

Funding PB-B06

The landowner will fund all measures from existing business funds.

Legal Agreement PB-B07

A Section 106 agreement between Habitat NW Ltd and the Yorkshire Dales National Park Planning Authority will secure the delivery of the HMMP.

Site Boundary Plan PB-F01

Land at West Scrafton;
HMMP - Site Boundary

Land App



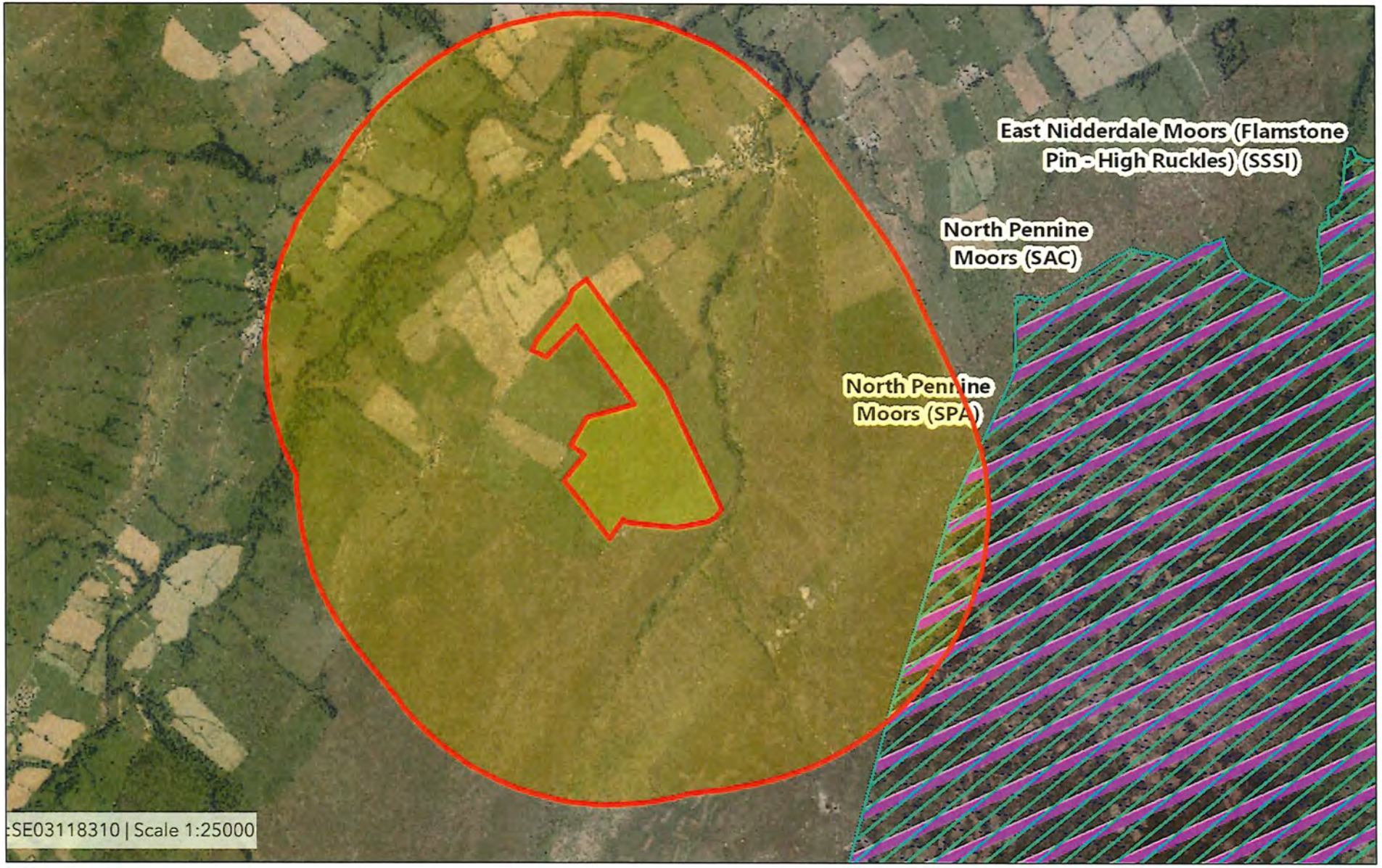
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200 m
Scale 1:6936 (at A4)

N

Site Context Plan PB-F02



Phasing strategy

Will the proposed work measures be delivered in phases? PB-B08	Yes: ☐ No: ☒

All the habitat creation and management work will be delivered and implemented immediately across the whole site.

This is a site-wide management plan and the BNG targets will be monitored across the site.

Roles and Responsibilities

Provide details of the responsible persons and organisation(s) for delivering this management plan.

Ecologist or Other Professional Responsible for HMMP PB-B09				
Name or Initials		Russell Grey		
Organisation		Etive Ecology		
Responsibility	Start Date:	01.01.25	End Date:	TBC

Russell is responsible for producing this HMMP and subsequent ecological monitoring of habitats against BNG targets. Russell will also be involved in advising on the habitat enhancement and management tasks.

Statement of Competency

Russell is a professional ecological consultant with 20 years of experience as an ecologist working on large and small-scale development and conservation projects. He is a full member of CIEEM, holds numerous licenses for protected species surveys and mitigation, and is a Chartered Environmentalist through the Society for the Environment.

Landowner or Land Manager PB-B10				
Name or Initials		Miles Cockram		
Organisation		Habitat NW Ltd		
Responsibility	Start Date:	01.01.25	End Date:	2055

Miles is responsible for the review and the implementation of this HMMP.

Statement of Competency

Miles is a professional developer, builder and project manager. He has been working in this area for the last 30 years and has a proven track record of project delivery, on programme and within budget. Miles is also competent in knowing when to use contractors to carry out tasks that are outside of his competencies, and how to manage them effectively.

Management Organisation(s) Responsible for Implementing the HMMP PB-B11				
Name or Initials		Miles & Russell		
Organisation		Habitat NW Ltd / Etive Ecology Ltd		
Responsibility	Start Date:	01.01.25	End Date:	2055

Habitat NW Ltd will be responsible for implementing the details of this HMMP. Etive Ecology Ltd will be responsible for the ongoing technical/ecological advise on how to manage the site and how best to meet the habitat condition targets.

Statement of Competency

As noted previously, Russell provides the technical expertise and experience, whilst Miles provides the PM experience and practical know-how of managing large projects.

LPA or Responsible Body for Reviewing HMMP PB-B12				
Name or Initials		Leigh Thornton		
Organisation		Yorkshire Dales National Park		
Responsibility	Start Date:	01.01.25	End Date:	2055

Leigh or one of their colleagues will be responsible as the LPA for reviewing, approving and auditing this HMMP.

Land Use Summary

Overview of Baseline Site Use PB-B13

Historically, the site has been used for sheep grazing, which has contributed to decreased habitat quality. Selective grazing by sheep has significantly reduced species diversity, leading to soft rush dominance across large areas of the site and particularly in the rush pasture habitat.

Grazing pressures have been consistently high, resulting in a uniform sward structure with limited variation in vegetation height within the grassland areas. This, combined with livestock poaching and repeated use of farm vehicles and machinery, has caused physical damage to the ground in places. Evident impacts include compacted soils, bare ground patches and erosion along drainage lines and access routes. These factors have limited the site's ecological potential and contributed to its current degraded condition.

The rush pasture is well drained to improve its grazing value and there is evidence of rush cutting in places, to reduce rush dominance. There is no evidence to indicate the use of cattle grazing.

Overview of Proposed Site Use PB-B14

The site is proposed for use as a habitat bank to deliver measurable biodiversity gains in accordance with Biodiversity Net Gain (BNG) requirements. The proposed interventions will enhance the existing modified grassland, currently in moderate condition, by reducing nutrient levels and transitioning it to species-rich neutral grassland in good condition. In addition, the existing rush pasture, currently in poor condition, will be improved to achieve a good condition score.

The site is to be managed by conservation grazing. A local grazier has been identified, with a variety of traditional breed cattle, suitable for grazing outside all year round. It is intended that cattle will graze the site throughout the year on rotational basis, and removed if/when required. Further measures to re-wet the rush pasture and hold back artificial drainage will also be implemented.

These improvements aim to achieve and maintain good habitat condition scores, in line with BNG legal obligations. This plan sets out the necessary management actions, monitoring strategies and adaptive measures required to ensure the successful establishment and maintenance of these habitats over a 30-year period.

Site Context Photos PB-F03

Please include two overview photographs of the site in its current form here. Include additional photographs in an appendix if needed. Tick if additional photographs are provided in the Appendices ☐ Reference: Click or tap here to enter text.





Site Baseline, Environmental Information and Associated Impacts Checklist PB-T01

Consider the Baseline and Environmental Information listed below. These are likely to be appropriate factors informing your proposals and project design. They can provide the reviewer with important contextual information for the management prescriptions provided later in this document. Use your professional judgement to determine which factors are relevant to your specific project.

Please use the check box to indicate which are included in your plan. For any not included, provide brief reasons why the factor is not relevant to your project using your professional judgement. Where this information is provided elsewhere, you can reference existing reports and, or, plans that have informed your decisions. For the templates for each heading see pages 3-20 of the Companion Document.

Baseline and Environmental Information	Prompts for when these may be relevant. This is not an exhaustive list. Use your professional judgement to determine which are required for your HMMP	Check box if included	Document Reference or Reason if not included
Statutory / Non-statutory Designated Sites	Will your proposals lead to direct or indirect effects on designated sites?	☒	
Protected and Notable Species	Does the presence or proximity of specific species on or near your site present any constraints or opportunities to project design or management?	☒	
Invasive Non-Native Species (INNS)	Are any INNS present onsite that could affect the proposals?	☐	No INNS were identified during the site walkover. Details of the proposed actions if INNS are found are included within the monitoring plan.
Biological Records Plan - Sites and Species	Does the presence of designated sites or specific species on or near the site present any constraints or opportunities to proposals?	☒	
Baseline Habitats Survey	Is this current and important HMMP information located in a separate document? If so, provide details on where it is located.	☒	
Public Access	Has public access, or proposals to allow public access, influenced your management prescriptions? If so, how?	☐	No public access is granted on-site.
Climate	Are local climate conditions and/or climate change likely to impact the target habitat retention, creation or enhancement?	☐	There are no local climatic considerations, and the habitats on site are also well-suited to withstand the effects of climate change.
Geology and Topography	Any geological or topographical constraints or opportunities?	☐	N/A
Agricultural Land Status	Does the site support any land favourable for agricultural management? Could this affect the proposals?	☐	The site has historically been used for keeping sheep but is not agriculturally significant.
Soils and Substrates	Do soils and substrates present any constraints or opportunities?	☒	
Contaminated Land	If there is any contaminated land, will this present any constraints?	☐	N/A
Hydrology and Drainage	Will the site hydrology present any constraints or opportunities?	☒	The property is likely to be prone to flooding following extreme rainfall, which has been factored into the management strategy.
Flood Risk Zones	Is the site within a flood risk zone? Will that present any site management risks?	☒	
Landscape Character and Designations	Does the site's landscape character present any constraints or opportunities?	☒	
Historic Land Use	Does the historic land use present any constraints or opportunities?	☐	N/A
Historic Environment and Earth Heritage	Are there any historic environment designations? What are the implications for your plan?	☐	N/A
Other – please specify	Any other details, for example, underground services or overhead power lines, which may impact habitat management.	☐	No other relevant constraints or considerations.

1. Baseline and Environmental Information

Biological Records

Designated Sites (BI-T01)

Provide a concise summary of the designated features within the designated sites that could be affected by the project. Categorise any potential impacts from the project, whether positive, negative, or negligible, as determined by your professional judgement.

Site Name	Designation	Distance from Project Site	Potential Impact of the Project
North Pennine Moors	SAC & SPA	< 850 m	Positive
East Nidderdale Moors	SSSI	< 850 m	Positive
North Pennine Dales Meadows	SAC	< 7.5km	Positive
Walden Meadows	SSSI	< 7.5km	Positive
Aysgarth	SSSI	< 7.5km	Positive
River Ure Grasslands	SSSI	< 7.5km	Positive
Leyburn Glebe	SSSI	< 7.5km	Positive
Upper Nidderdale	SSSI	< 7.5km	Positive
Wanlass Grasslands	SSSI	< 7.5km	Positive
Thowker Corner	SSSI	< 7.5km	Positive

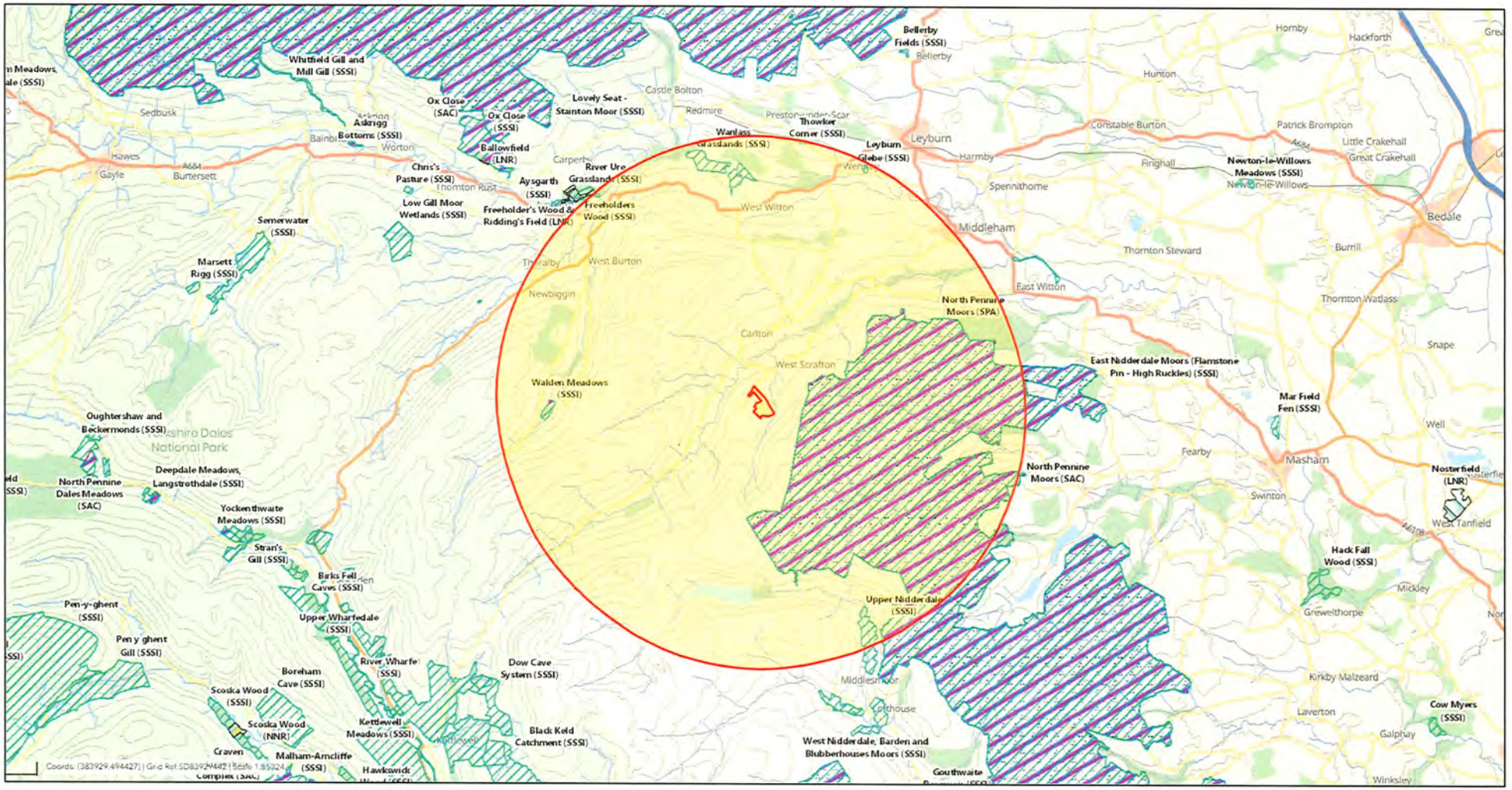
Summary of Designated Sites (BI-B01)

North Pennine Moors SAC/SPA
Comprises: Bogs, Marshes, Water-fringed vegetation, Fens (41%), Heath, Scrub, Maquis and Garrigue, Phrygana (32%), Dry grassland, Steppes (26.5%), and Broad-leaved deciduous woodland (0.5%).
Designated for its dry heaths, blanket bogs, and other Annex 1 Habitats.
East Nidderdale Moors SSSI
Designated for its blanket bog and valley bog, and the breeding population of merlin and assemblages of other breeding birds.

Constraints and Opportunities for Project (BI-B02)

Enhancing on-site habitats is not expected to adversely affect the designated sites; rather, the scheme is anticipated to have a positive impact on the surrounding areas by increasing connectivity between fragmented habitats and improving ecological functions.

Statutory Sites Plan (8km Buffer)



Protected and Notable Species (BI-T02)

Provide a concise summary of the notable species records within the project's zone of influence and any potential impacts resulting from the project.

Species	Conservation Status	Distance of Closest Record	Potential Impact from Project
Lapwing	Red	< 500 m	Positive
Snipe	Amber	< 500 m	Positive
Curlew	Red	< 500 m	Positive
Blackbird	Green	< 500 m	Positive
House Sparrow	Red	< 500 m	Positive
Meadow Pipit	Amber	< 500 m	Positive
Jackdaw	Green	< 500 m	Positive
Redshank	Amber	< 500 m	Positive
Adder	Priority Species (BAP)	< 1 km	Positive

Summary of Protected and Notable Species (BI-B03)

49 species of birds have been identified within 1 km of the site. The species identified in the previous table are some of the most recorded; however, other species, including birds of prey and red-listed species, have also been observed.

No legally protected mammal species have been recorded within 1km.

The only reptile record was an adder ~ 1km from the site.

Constraints and Opportunities for Project (BI-B04)

The habitat bank is expected to positively impact the site itself and the surrounding environment in terms of legally protected and/or notable species. There will be indirect positive impacts on nearby designated sites as the site will offer new nesting opportunities for a range of waders (curlew, lapwing, redshank) and wintering/roosting sites for resident starlings and for winter migrants such as redwing or fieldfare. This influx of birds may also increase the hunting opportunities for birds such as merlin which are associated with nearby designated sites. The improved wetland habitat will be more suitable for reptiles and amphibians, if there is suitable connectivity for them to colonise. Similarly, a less intensive management regime should benefit a range of terrestrial small mammals

Once improved, the on-site habitats will support a greater diversity of plant and invertebrate life, which will also benefit birds and small mammals. While the current condition of some habitats may limit the presence of certain species, the planned improvements will reduce fragmentation and increase habitat connectivity, ultimately transforming the site into a valuable refuge for wildlife.

Baseline Habitats Survey

Ecologist responsible for baseline surveys (BI-T03)	
Name or Initials	Russell Grey
Organisation	Etive Ecology
Survey Date	18th September 2024

Statement of Competency

Russell Grey conducted the baseline habitat assessment; please refer to the "Ecologist responsible for this HMMP" section (page 5) for their competency statement.

Survey conditions and limitations

The baseline habitat assessment was conducted at the end of the recognised survey season, with no significant limitations affecting the survey. The entire area was accessible, allowing for a comprehensive assessment of habitats and ecological features. The site was still under a regime of grazing, with sheep present across the site.

Habitat Degradation

Are there any signs or evidence that the baseline habitats have been purposefully degraded since 30th January 2020? (BI-B05)

There was no evidence of purposeful habitat degradation, and aerial imagery analysis on Google Earth shows that the site's landscape is uniform over time.

If habitats have been purposefully degraded, provide details of how this has been accounted for (BI-B06)

N/A

Baseline Habitat Descriptions and Condition

Use the following tables to provide details of the relevant baseline habitat information. In the appropriate column, provide a concise overview of the justification for the condition chosen for each parcel(s).

Habitats (BI-T04)

Parcel Refs	Habitat Type and Code	Irreplaceable	Priority	Description and Condition Justification	Condition	Area (ha)
1,3,5	Modified Grassland – g4	No	No	Habitat description - modified grassland is found in the drier areas of the site in three places: a northwest section (1), a central section (3), and a southeast section (5). The condition of all sections is the same, moderate, because of intense grazing pressures. Criteria 1 – Pass – there is a relatively diverse mix of species present, including some forbs. Generally, the sward comprised perennial rye-grass, Timothy, clover sp, Yorkshire fog, broadleaved dock, creeping buttercup, soft rush and autumn hawkbit. Criteria 2 – Fail - sward height is consistent and uniform in height, because of sheep grazing. Criteria 3 – Pass – scrub accounts for less than 20% Criteria 4 – Fail - excessive grazing, physical damage from poaching along pathways/entrances, erosion along drainage runs and wheel ruts. Criteria 5 – Pass – bare ground cover is within the ideal range. Criteria 6 – Pass – cover of bracken is less than 20%. Criteria 7 – Pass – no INNS were observed.	Moderate	10.3
2,4	Purple moor grass and rush pastures – f2b	No	Yes	Habitat description – two water-course; Sandy Dike and Thack Sike; pass through the site, creating wetter conditions in two areas which ultimately allow rush pasture and purple moor grass to establish. The condition of this habitat was poor across the whole site, because of the measures taken to drain the site quickly and the intensive grazing of sheep. Criteria 1 – Fail – numerous drainage channels are present throughout the site, all of which have been created artificially to drain the habitat quickly and to enhance its grazing value. Tunstall Gill is an established tributary to Great Gill. Criteria 2 – Fail – the Habitat is dominated by a single species of rush (soft rush) due to selective sheep grazing. Purple moor grass, sharp-flowered rush and heath rush were also present, but were rare in occurrence. Criteria 3 – Pass – water quality appears to be good and not polluted. Criteria 4 – Pass – scrub appears to be absent. Criteria 5 – Fail – bare ground is present in areas that have been heavily grazed or poached by livestock, as well as pathways from farm vehicles. Criteria 6 – Pass – no INNS were found. Criteria 7 – Fail – 25-50% of the habitat has continuous litter cover due to selective sheep grazing (i.e. not grazing the soft rush) and from previous cutting of rush (cuttings not collected).	Poor	17.95

Priority and Irreplaceable Habitats

Summary of Priority and Irreplaceable Habitats (BI-B07)

The purple moor grass and rush pasture habitat is a priority habitat; it is currently in poor condition, primarily due to selective sheep grazing and associated management practices. Key issues include the excessive dominance of soft rush, numerous drainage channels, bare ground from heavy poaching and vehicle tracks, and accumulated litter from uncollected rush cuttings. Despite these pressures, the habitat retains good water quality, is free of invasive non-native species, and is largely free of scrub, indicating a strong foundation for recovery. Given its priority habitat status, a programme of targeted management will be implemented to address these issues and enhance the habitat to good condition, ensuring improved structure, species diversity and ecological resilience over time.

Potential Constraints and Opportunities for Project (BI-B08)

Habitat enhancement and on-site creation will not adversely impact the surrounding Yorkshire Dales National Park and will provide positive ecological benefits. This project will complement and strengthen existing protected areas by enhancing habitat quality, improving connectivity, and supporting biodiversity. Careful management will ensure no indirect effects and contribute to the resilience and sustainability of local biodiversity.

Additionally, the introduction of wool logs will prevent heavy rainfall from washing away exposed peat and encourage water retention on-site. Raising the water table will create ideal conditions for mosses and other vegetation to regenerate. These efforts enhance biodiversity, reduce the risk of downstream flooding, and contribute to long-term climate benefits, as restored peatlands can absorb and store significant amounts of carbon in the atmosphere.

Baseline Habitats Plan (BI-F02)

Land at West Scrafton;
HMMP - UKHab Baseline Habitats

Land App



Produced on Land App, Apr 8, 2025
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200 m
Scale 1:6936 (at A4)

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Baseline Distinctiveness and Condition Plan (BI-F03)

Land at West Scrafton; HMMP - Habitat Distinctiveness & Condition Plan

Land App



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Scale 1:6936 (at A4)

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Baseline Habitats Photos (BI-F04)





Soils and Substrates (EI-T02)

Provide the results of the soil analysis. Modify the table below to provide the relevant soils information to inform targeted habitat creation proposals.

Parcel Refs	Soil Texture	pH	Nitrogen (N)	Phosphorous (P)	Potassium (K)
No soil sampling has been undertaken to date.					

Summary of Soils Information (EI-B13)

According to the Soilscape database, the site falls within classification No.6 - Freely draining slightly acid loamy soils and No.19 - Slowly permeable, wet, very acidic upland soils with a peaty surface.

This soil type also has low fertility and overgrazing, particularly in winter, can accelerate runoff and erosion.

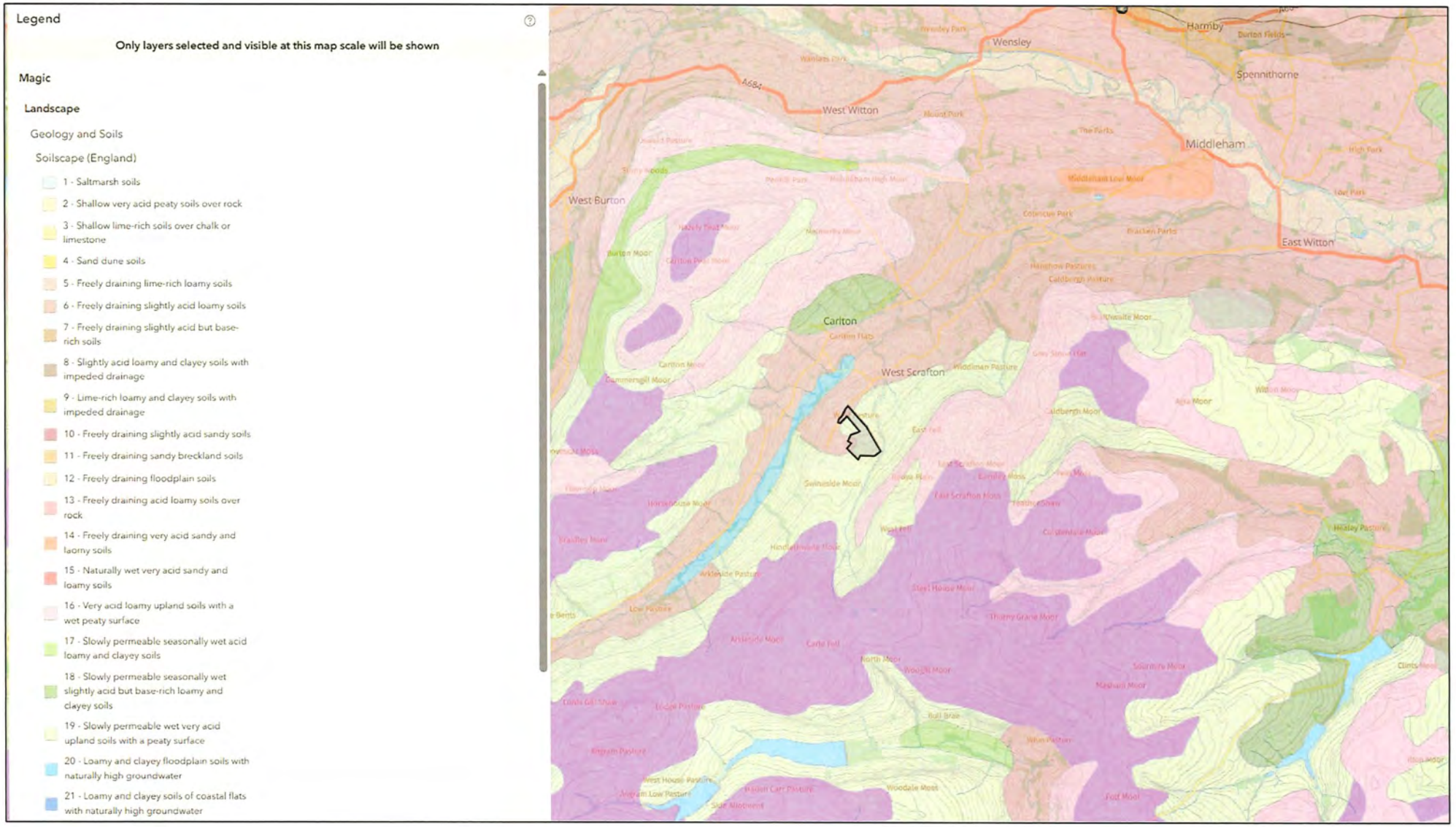
The map adjacent shows the Soilscape Map for this area of the Yorkshire Dales, with the site location indicated by the black outline.

Potential Impact on Project (EI-B14)

Soilscape No.6 has a natural habitat cover of *neutral/acid pastures*, whilst No.19 has a natural habitat cover of *grass moor and some heather with flush and bog communities in wetter parts*.

Therefore, the predominant soil conditions on the site are not expected to significantly limit the proposed habitat creation and enhancement measures. In fact, the existing soils are likely to support the proposed enhancements and target habitat types.

Soils and Substrate Plan (EI-F04)



Flood Risk Zones

Summary of Flood Risk Information (EI-B19)

The south-eastern portion of the site is bisected by Thack Sike, a tributary to Graystone Gill which flows to the east of the site and northwards to Great Gill and the River Cover. This portion of the site is efficiently drained by a series of field drains and ditches.

The north-western portion of the site is bisected by Sandy Dike, a small tributary which flows northwards and outfalls directly into Great Gill.

As indicated on the flood risk map attached, there is no significant floor risk associated with the site. The nearest Zone 2/3 flood risk is associated with Graystone Gill adjacent to the east.

Potential Impact on Project (EI-B20)

The absence of any flood risk on site means that the proposed re-wetting of the land should pose no flood risk, other than localised areas of the site itself.

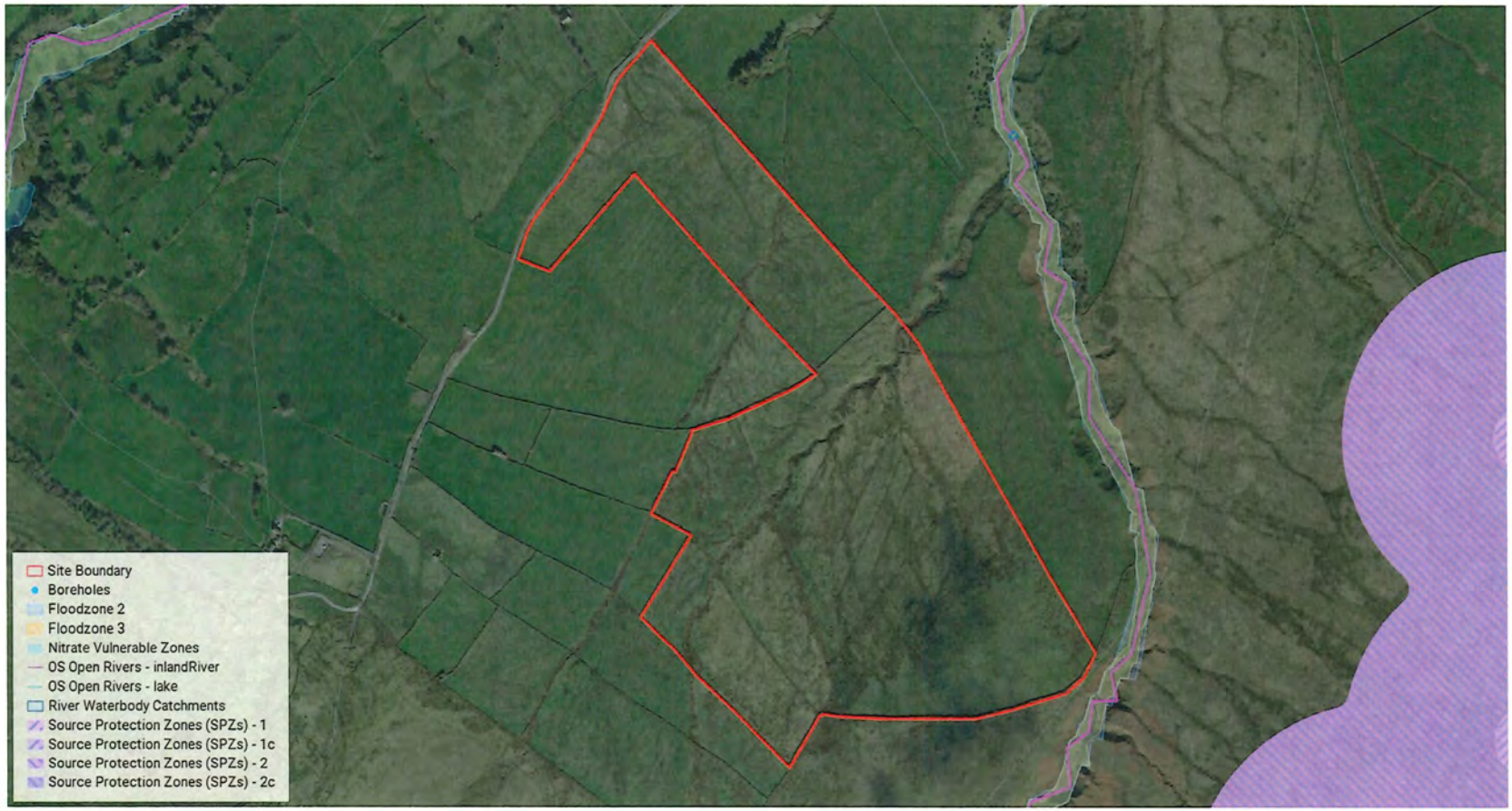
Furthermore, the proposed retention of water on site and the slowing down of hydrological flows will help to alleviate flood risk downstream.

The addition of wool logs along drainage ditches and channels on site (not within Thack Sike itself), strategically placed to aid water retention, will help to manage the site's hydrology by slowing water flow and promoting the development of wetter, more diverse habitats. These interventions will not only mitigate potential flood risk but also enhance the creation of species-rich wet grassland and rush pasture, contributing positively to the overall ecological function of the site.

Flood Risk Zone Plan (EI-F07)

Land at West Scrafton; HMMP - Floor Risk Zone Plan

Land App



Produced on Land App, May 11, 2025
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ETIVE ECOLOGY
Ecological Services & Solutions

200 m
Scale 1:6936 (at A4)

N

Landscape Character and Designations

Summary of Landscape Character and Designations (EI-B21)

The site lies within National Character Area 21; Yorkshire Dales. Relevant features of the NCA are described as follows:

The Yorkshire Dales National Character Area (NCA) is situated in the Pennine uplands. It is a landscape of high, exposed moorland dissected by sheltered valleys or dales, each with their own character.

The landscape is characterised by the contrast between the dales below and the moors above. The sheltered dales have intricate patterns of walled fields, which contain meadow grasses and wild flowers. Small villages and farmsteads, built of local stone, are tucked into sheltered corners. They are often protected from the worst of the weather by clumps of trees. The network of walls continues on the dale sides. Scattered stone field barns are distinctive features.

The steepest slopes often have sparse woodlands or sometimes open rock scree. There are large areas of managed grouse moorlands in the north and the east of the NCA.

The NCA could deliver a wide range of ecosystem services, at a wide range of scales. The vast expanse of peatland habitats in the NCA have the potential to help to mitigate climate change. Peatlands store carbon and may also store large amounts of carbon. These areas also provide recreational activities to residents, and visitors from the UK and from all over the world. The large upland catchment and many major rivers in the NCA provide drinking water and regulate water flow in the region. The NCA is also an important area for meat and dairy production.

Potential Impact on Project (EI-B21)

The following Statements of Environmental Opportunity from the NCA are relevant to the site and proposed habitat creation measures.

SEO 2

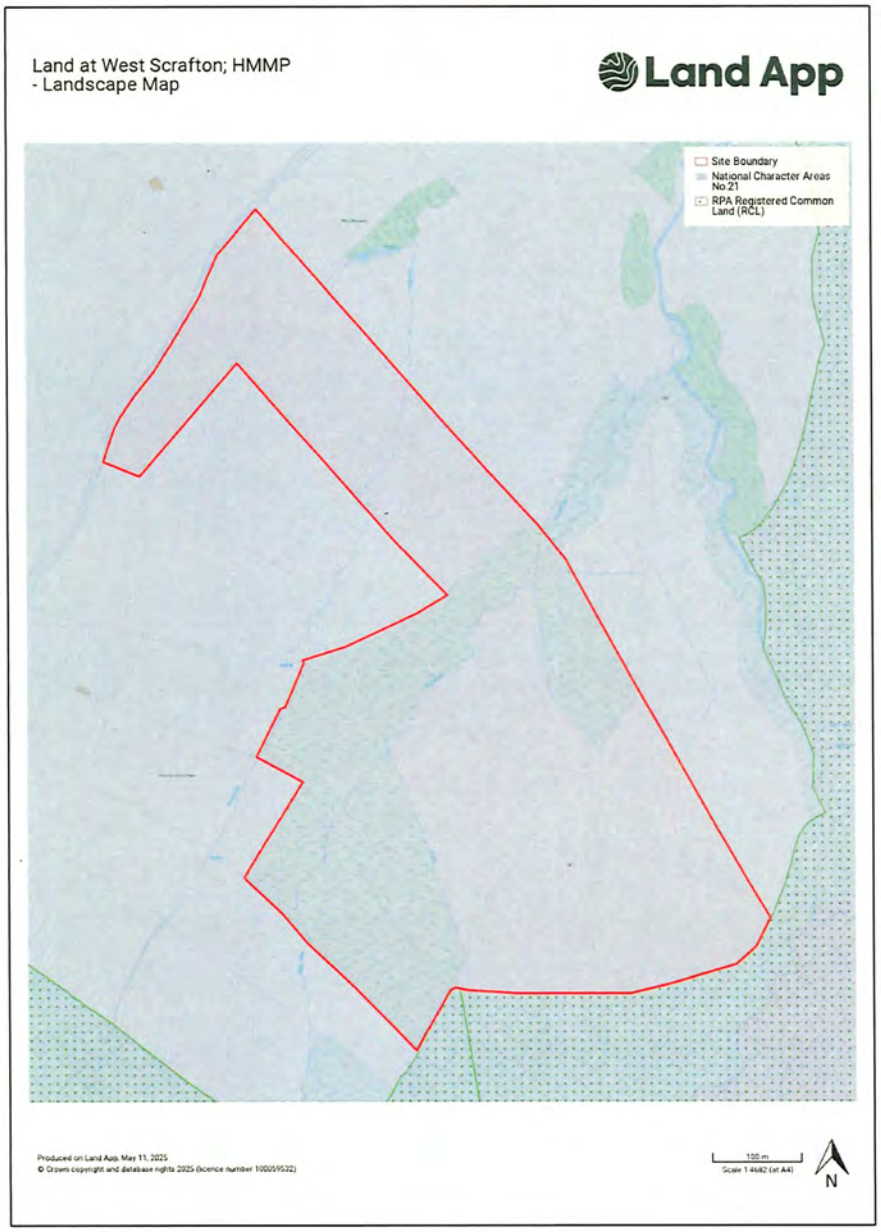
Protect and enhance the distinctive pastoral character of the dales with its network of semi-natural habitats (including important upland hay meadows and wetlands along the numerous watercourses) to enhance water quality, strengthen connectivity, support rare species and allow for adaptation to climate change.

SEO 5

Protect, enhance and extend, as appropriate, existing native woodland in this largely unwooded landscape in order to improve habitat connectivity, benefit wildlife, improve water quality, reduce flooding and soil erosion, sequester carbon and provide wood fuel.

The proposed measures seek to work with the existing site conditions, enhancing the existing grasslands and wet pastures so that they will benefit flood resilience, habitat connectivity and carbon capture. The grasslands will be returned to a traditional conservation grazing regime, supporting the local farming community as well as delivering positive biodiversity impacts compared to more modern intensive grazing practises.

Landscape Character and Designations Plan (EI-F08)



2. Planned Management Activities

Provide the site-wide aims and objectives. These should consider the Project Background information section outlined above as well as the metrics' outcomes.

Management Plan Aims and Objectives PM-B01

This project aims to increase the site's biodiversity value through habitat enhancement. Monitoring will ensure that the increase in value is measurable.

The primary aims of the scheme are to;

1. Enhance the modified grassland into Other Neutral Grassland through conservation grazing.
2. Enhance the condition of Purple Moor Grass & Rush Pasture through re-wetting and conservation grazing.

A conservation grazing regime using hardy traditional cattle breeds (at ~0.4–1 livestock unit per hectare) will be introduced to maintain light seasonal grazing on areas of modified grassland. Using cattle instead of sheep will reduce the grazing pressure and the selective nature of sheep grazing. This will help to reduce the predominance of rough grasses and open up the sward to create varied structure with a greater species-richness. If necessary (as identified through ongoing monitoring) the grassland can be overseeded with a wildflower mix to deliver greater species-richness. Through these actions, the modified grassland can be enhanced to a neutral grassland in good condition.

The purple moor grass and rush pasture will be re-wet by blocking field drains and drainage ditches with locally-sourced wool logs (a proven method for re-wetting upland habitats). Re-wetting will ensure that water is retained within the rush pasture habitat, keeping the soils inundated for longer periods of time and creating soil conditions preferable to wetland species. Wool logs are an eco-friendly and more sustainable alternative to coconut husks, to raise the water table on site. The introducing cattle in a conservation grazing regime within the wetland areas will also help remove accumulated litter and open up the sward structure, promoting natural regeneration and creating ecological niches. The effects of the cattle will be closely monitored every year and the exact regime is unconfirmed. It is intended to graze the rush pasture relatively 'hard' during the first year or two to reduce rush cover, with cattle removed during the nesting bird season to allow breeding waders to utilise what should be ideal nesting grounds.

Adhering to the recommended management and planting strategies outlined in this HMMP will fulfil the aims and objectives. Monitoring of created and enhanced habitats will continue for 30 years, ensuring that target conditions are achieved through the implementation of corrective actions, including suitable habitat management and additional planting if required.

Principles Informed by Design Stage

The project's BNG target(s) should be set and documented early in the design process. Outline how background and baseline information influenced key design principles for the project from an early stage. This can provide useful context for the proposed retention, creation and enhancement measures.

Design Principles Informed by Baseline Information PM-B02

The site has been selected as a BNG habitat creation site based on its existing habitats, their condition, and their potential for enhancement. The site is ecologically desirable due to its position within the Yorkshire Dales National Park and its proximity to designated areas. The proposed habitat bank will provide positive ecological benefits to the wider area. This project will complement and strengthen existing protected areas by enhancing habitat quality, improving connectivity, and supporting biodiversity. Careful management will ensure no indirect effects and contribute to the resilience and sustainability of local biodiversity.

The design principle for the on-site habitat has been to work with what is already present and enhance the baseline rather than radically overhaul the site's habitat composition. This is considered the most suitable approach for retaining the site's and landscape's context.

Where possible, local farmers and contractors have been and will continue to be used to carry out management activities, to support the local rural economy.

Habitat and Condition Targets PM-T01

This table presents a summary record of what you have agreed to deliver based on the biodiversity metric. These habitat condition targets form the basis of what the management plan is setting out to achieve. Include the relevant 'Area', 'Hedgerow', and 'Watercourse' types to be implemented and managed throughout the period of 30 years or more.

Baseline Habitat Type	Target Habitat Type	Parcel / Feature Refs	Baseline Condition	Targeted Condition	Years to Targeted Condition	Condition Assessment Targets	Comments
Modified Grassland	Other Neutral Grassland	1,3,5	Moderate	Good	15	Criterion 1 – Pass – Cattle grazing will open up the sward, allowing new species to establish. The sward will be diverse, with 10+ vascular plant species, including forbs, present per m^2. Species composition is to be characteristic of the habitat type. Criterion 2 – Pass – Reducing the grazing pressure and witching from sheep to cattle will also create diversity in the sward height, averaging 7 cm, with areas (20%) more and less than this height, creating suitable niches for invertebrates, birds and small mammals. Criterion 3 – Pass – The presence of cattle on site will restrict scrub from establishing in the grassland, accounting for less than 20% of the total grassland area. Criterion 4 – Pass – Reducing grazing pressures will allow areas of physical damage to recover naturally. Criterion 5– Pass – Bare ground will be monitored, and cattle can be removed during the summer months to enable new species of vegetation to establish and close these areas. Criterion 6 – Pass – Bracken is absent, and the presence of cattle on site should keep levels below 20% by trampling any new growth that may establish. Criterion 1 – Pass – INNS and undesirables are absent.	Grazing pressures will be reduced, and the sheep will be replaced by a native cattle breed and managed using a conservation grazing regime. The modified grassland is already in moderate condition, so enhancing to a neutral sward and achieving a good condition score is perfectly achievable if the already passed criteria are maintained. A flexible approach to the grazing regime will be taken, in collaboration with the local grazier and ecological monitoring.
Purple Moor Grass and Rush Pasture	Purple Moor Grass and Rush Pasture	2,4	Poor	Good	20	Criterion 1 – Pass – The field drainage channels within the habitat will be blocked using wool logs, meaning the water table will be at or near the surface throughout the year. Criterion 2 – Pass – Cattle will control the dominance of soft rush. encouraging natural regeneration and diversifying the sward. Criterion 3 – Pass – The water quality appears to be good and not polluted, which will be maintained. Criterion 4 – Pass – Scrub is absent and will remain <10%. Cattle will trample any new growth and prevent scrub from establishing. Criterion 5 – Pass – Bare ground should reduce through natural regrowth. Cattle can be temporarily removed if required. Criterion 6 – Pass – INNS are absent. Criterion 7 – Pass – Introducing cattle in a conservation grazing regime will also help remove litter, open the sward structure and promote regeneration.	Management of this habitat will involve blocking the field drainage system and then allowing it to recover naturally from the previous grazing regime. Introducing cattle instead of sheep will encourage the sward to diversify and the bare ground to be naturally covered by vegetation.

Habitat and Condition Targets Further Comments
See comments within the table above.

Habitat Retention

Provide a concise description of the habitats that are to be retained in their baseline condition. Habitats being retained may still require ongoing measures to maintain their baseline condition.

Measures to be Implemented to Protect Retained Habitats PM-03
N/A – All baseline habitats are to be enhanced.
Specification of Protective Measures to be Used PM-04
N/A – All baseline habitats are to be enhanced.

Habitat Retention Plan PM-F01

Land at West Scrafton;
HMMP - UKHab Target Habitats

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Creation, Enhancement and Management Targets and Prescriptions-Grassland (Medium, High, and Very High Distinctiveness)

Creation, Enhancement and Management Summary (GH-T01)

Provide details of the approach to delivering each of the targeted condition criteria and habitat. Conditions from Statutory Biodiversity Metric habitat condition assessment sheets – Sheet 6. Grassland Med High and V. High.

Target Habitat				Other Neutral Grassland		
Condition Assessment Criteria		**Targeted**	**Relevant Parcels**	**Creation Approach**	**Enhancement Approach**	**Management Approach**
A	The parcel represents a good example of its habitat type, with a consistently high proportion of characteristic indicator species present relevant to the specific habitat type. **Note – this criterion is essential for achieving Moderate or Good condition for non-acid grassland types only.**	Yes	1,3,5	n/a – grassland already exists on site.	Cattle to be introduced to graze the grassland on a conservation grazing regime, i.e. a lower stocking density. Cattle density and duration of grazing will be adjusted according to results but will likely comprise 1 x LSU/ha initially.	During site monitoring, the effectiveness of cattle in enhancing the sward structure/condition/composition will be assessed. Based on the findings, grazing rates and durations can be adjusted.
B	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 that provide opportunities for insects, birds, and small mammals to live and breed.	Yes	1,3,5	n/a – grassland already exists on site.	Cattle to be introduced to graze the grassland on a conservation grazing regime, i.e. a lower stocking density. Cattle density and duration of grazing will be adjusted according to results but will likely comprise 1 x LSU/ha initially. The non-elective nature of cattle grazing means that all manner of vegetation will be grazed. There will also be a trampling effect and some poaching of the ground which will create variation in micro-topography, sward height and structure.	During site monitoring, the effectiveness of cattle in enhancing the sward structure/condition/composition will be assessed. Based on the findings, grazing rates and durations can be adjusted.
C	The bare ground cover is between 1% and 5%, including localised areas like rabbit warrens.	Yes	1,3,5	n/a – grassland already exists on site.	Reduction in grazing density will allow areas of bare ground to re-establish vegetation cover.	Cattle can be removed from targeted areas if areas of bare ground do not recover.
D	The cover of bracken Pteridium aquilinum is less than 20%, and the cover of scrub (including bramble) is less than 5%.	Yes	1,3,5	n/a – bracken already absent.	n/a	This criterion has already been met; management will ensure that the habitat stays in this condition. Cattle will trample any bracken which tries to establish itself.
E	The combined cover of species indicative of suboptimal condition and physical damage (such as excessive poaching, damage from machinery use or storage, damaging levels of access, or any other damaging activities) accounts for less than 5% of the total area. If any invasive non-native species (as listed on Schedule 9 of WCA) are present, this criterion is automatically failed.	Yes	1,3,5	Physical damage will be allowed to recover over naturally. There will be a reduction in the use of vehicles on site, the number of livestock on site and other potentially damaging impacts such as rush cutting.	Where necessary, area in sub-optimal condition can be temporarily fenced and subject to over-seeding, removal of grazing or targeted removal of undesirables.	INNS are absent from the site but will be removed in the appropriate way if they are found to be present during monitoring visits.

F	There are 10 or more vascular plant species per m^2 present, including forbs that are characteristic of the habitat type. **Note – this criterion is essential for achieving Good condition for non-acid grassland types only.**	Yes	1,3,5	The existing grassland sward does not support 10+ plants per m2. However, it is expected that this level of species-richness can be achieved by reducing grazing pressure and allowing the sward to develop more naturally over time.	To assist in increasing species-richness, over-seeding of a suitable wildflower mix can be undertaken after Year 5, where there is no indication of this condition improving.	Over time, the use of conservation grazing is expected to deliver a species-rich sward. Ongoing monitoring and feedback into the grazing regime will guide this process towards meeting this criteria.

Additional Management Prescriptions (GH-B01)
No additional management prescriptions are proposed beyond those listed in the table above.

Grassland (Medium, High, and Very High Distinctiveness)

Creation, Enhancement and Management Detailed Methods (GH-T02)

Provide detailed prescriptions for the creation and management of the habitat.

Action	Relevant Parcels	Timing	Prescriptions
Conservation Grazing Regime	1,3,5	Year 1 onwards. Timing to be flexible and guided by the outcomes recorded by monitoring visits.	Grazing is to be kept light, ~0.4-1 livestock unit per hectare, to promote the development of species-rich sward. In Years 1-3 the grazing is likely to be at the higher end of this range, to try and reduce the vigour of dominant grasses and undesirables.
Overseeding	1,3,5	Year 5 onwards September/October	If species diversity does not appear to be improving by Year 5, the grassland will be overseeded with a 100% wildflower mix such as Emorsgate EM2F mix.
Site Inspection	All	Annually – June/July	The grassland will be inspected annually to monitor the development and condition of the grassland sward. Remedial actions will be undertaken as required.
INNS Inspection	All	Annually – June/July	Inspection for any INNS or other undesirable species. Any such species will be removed immediately via weed-wiping, spot treatment or hand-pulling.

Grassland (Medium, High, and Very High Distinctiveness) Species Lists (GH-T03)

Provide a detailed species list for the habitat to be created

Common Name	Scientific Name	Abundance / %	Comments
Yorkshire fog		25	
Bent sp.		15	
False oat-grass		10	
Rough meadow-grass		5	
Sweet vernal		5	
Crested dogstail		5	
Foxtail		3	
Soft rush		2	
Creeping buttercup		5	
Yarrow		5	
Ribwort plantain		5	
Autumn hawkbit		5	
Silverweed		5	
Clover sp.		5	

Other Supporting Information

Supporting Information (GH-B02)
The above species list is an example of the kind of sward that is likely to develop. There will be an increase in the number of grasses present and also in the number of forbs present. It is likely that there will be some additions to this list, as well as some revisions.

What Does Success Look Like? (GH-F01)

Success appears as a species-rich grassland meadow, characterised by abundant flowering plants and more than 10 species per square meter. INNS and scrub are absent, and there is an abundance of invertebrates within the grassland.

Wetland

Creation, Enhancement and Management Summary (WE-T01)

Provide details of the approach to delivering each of the targeted condition criteria and habitat. Conditions from Statutory Biodiversity Metric habitat condition assessment sheets – Sheet 23. Wetland

Target Habitat:			Purple Moor Grass and Rush Pastures			
Condition Assessment Criteria		**Targeted**	**Relevant Parcels**	**Creation Approach**	**Enhancement Approach**	**Management Approach**
A	The water table is at, or near the surface throughout the year – this could be open water or saturation of soil at the surface. There is no artificial drainage, unless specifically to maintain water levels as specified above. **Note - this criterion is essential for achieving Good condition.**	Yes	2,4	n/a – there are existing field drains present within this habitat, that require 'enhancement'.	Field drains will be blocked using wool logs to raise the water table. Logs will be placed at 10-20m intervals along ditches and drains, to slow down water flow off-site and to encourage areas of standing water and raised water-table.	The water table will be monitored throughout the year to measure the effectiveness of the wool logs. Where necessary, additional logs will be installed.
B	The parcel represents a good example of its specific habitat type – the appearance and composition of the vegetation closely matches its UKHab description, with vascular and non-vascular characteristic indicator species consistently present.	Yes	2,4	n/a	Cattle will be introduced to reduce the vigour of the soft rush, which currently dominates, and promote species and structural diversity. The raising of the water-table will also support this process.	This will be monitored during visits to determine whether conservation grazing and re-wetting are working to improve the habitat condition.
C	The water supplies (groundwater, surface water, and/or rainwater) to the wetland are of good quality, with clear water (low turbidity) indicating no obvious signs of pollution.	Yes	2,4	n/a	n/a	This criterion has already been met, but water quality will be assessed during site checks to ensure it is still good.
D	Cover of scrub and scattered trees is less than 10%.	Yes	2,4	n/a	n/a	This criterion has already been met; scrub is absent, and the introduction of cattle should prevent its establishment.
E	Cover of bare ground is less than 5%.	Yes	2,4	n/a	Bare ground is present in areas that have been heavily grazed or poached by livestock, as well as pathways from farm vehicles. Grazing pressures are being reduced, which should enable vegetation to establish naturally in places of bare ground. Cattle may be removed	Bare ground will be estimated during each monitoring visit to track the progress of efforts and determine whether cattle need to be removed.

					from any problem areas temporarily to allow them to recover.	
F	There is an absence of invasive non-native species (as listed on Schedule 9 of WCA) and species indicative of suboptimal condition make up less than 5% of ground cover.	Yes	2,4	n/a	n/a	INNS are absent on site, if found during a monitoring visit they will be treated in the most appropriate way to ensure they are removed.
G	No more than 25% of the habitat area has a continuous cover of litter (such as dead vegetation) preventing regeneration. (only applicable to Fen and Purple moor grass and rush pasture habitat type)	Yes	2,4	Introduction of cattle to break up this litter cover (currently >25%) and to reduce the dominance of soft rush in the long-term.	n/a	Introduce cattle grazing at conservation grazing levels to control the extent of organic litter.
H	Sphagnum moss *Sphagnum* spp. and cottongrasses *Eriophorum* spp. are at least Frequent. Cover of ericaceous dwarf shrubs is less than 75%. (only applicable to Bog habitat type)					
I	The reedbed has a diverse structure with between 60 and 80% reeds *Phragmites australis*. Other areas may include open water (at least 10%), species-rich fen and or wet woodland. (only applicable to Reedbed habitat type)					
J	All ditches recorded within the habitat achieve Good condition as assessed using the Ditch condition sheet. (only applicable to Floodplain wetland mosaic (CFGM) habitat type)					

Additional Management Prescriptions (WE-B01)

No additional management prescriptions are proposed beyond those listed in the table above.

Wetland

Creation, Enhancement and Management Detailed Methods (WE-T02)

Provide detailed prescriptions for the creation and management of the habitat.

Action	Relevant Parcels	Timing	Prescriptions
Raise Water Table	2,4	Year 1	~70 Wool logs will be placed strategically in habitat parcels 2 and 4 to restrict artificial drainage on site and raise the water table. Refer to the "Other Supporting Information" for approximate placements of the logs.
Conservation grazing regime	All	Year 1 onwards	Grazing intensity will be maintained at a light level, approximately 0.4–1 livestock unit per hectare. This low-intensity grazing is designed to encourage the development and persistence of native perennial ground cover and the ecological functions it supports. • Suppressing the establishment of undesirable species through grazing and trampling. • Enhancing species diversity • Removing excess plant litter, thereby supporting regeneration and nutrient cycling. • Varying sward height. Grazing may continue provided that ground cover remains at or above the threshold defined for a *Healthy Condition*. Monitoring will guide adjustments as needed. Livestock will be temporarily removed during ground-nesting bird season or other key periods to allow regeneration, particularly in areas with bare ground, to support vegetation establishment. Initial grazing density will be at the high end of the scale for Years 1-3, to control the dominance of soft rush. After this, densities can be reduced to maintain an optimal sward.
Site Inspection	All	Annually – June/July	The wetland will be inspected annually to monitor the development and condition of the sward and the water-table. Remedial actions will be undertaken as required.
INNS Inspection	All	Annual – June/July	Inspection for any INNS or other undesirable species. Any such species will be removed immediately via weed-wiping, spot treatment or hand-pulling.

Wetland Species Lists (WE-T03)

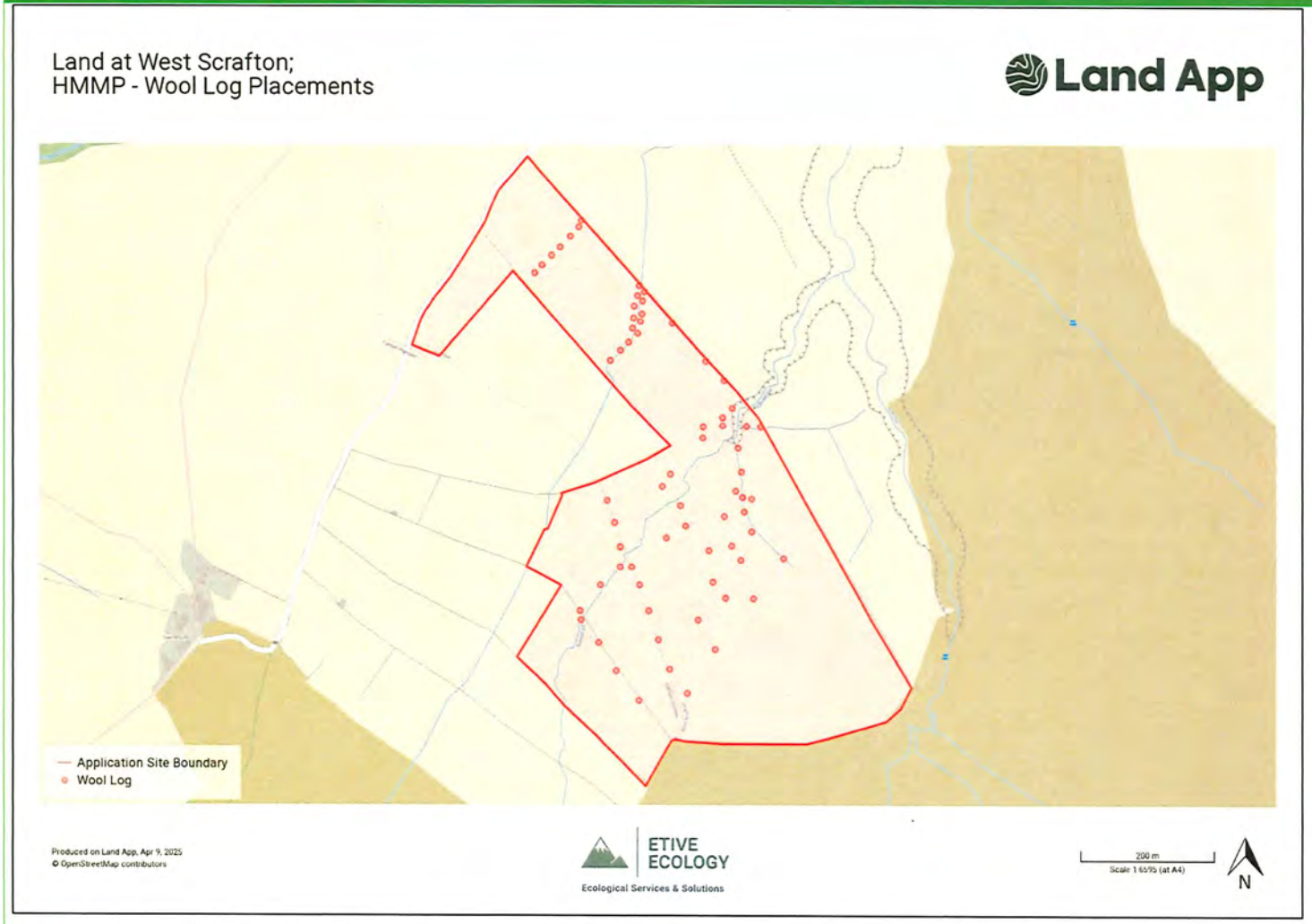
Provide a detailed species list for the habitat to be created

Common Name	Scientific Name	Abundance / %	Comments
Soft Rush	40		
Purple Moor Grass	25		
Sharp-flowered Rush	10		
Heath Rush	5		
Marsh Thistle	5		
Marsh Bedstraw	5		
Meadowsweet	5		
Tormentil	5		

This list above is an example of the expected sward on site. There will likely be additions and exclusions made to this list as a result of natural colonisation and development of the sward.

Other Supporting Information

Supporting Information (WE-B02)



These are approximate locations for ~70 wool logs, which will be used to raise the water table on site and prevent artificial drainage.

What Does Success Look Like? (WE-F01)

The water table has been raised, so conditions are wetter all year round. Cattle have trampled and diminished the presence of soft rushes, enabling other species to establish. The sward is diverse and a good example of the habitat type. INNS and plant litter are absent, and scrub and scattered trees are below the 10% threshold. Bare ground has been monitored, and management action means it is below 5%.

3. Monitoring Schedule

To deliver BNG, a robust strategy is critical to monitor successes and challenges. Routine monitoring informs progress and facilitates the required management plan updates at set intervals.

Monitoring Strategy

Provide details of the monitoring strategy to encourage successful implementation of the management plan (MS-B01)
The monitoring strategy will involve conducting regular monitoring visits to the site to assess habitat conditions, scoring them against the established BNG criteria. Baseline condition scores are already established. Monitoring scores will be marked against these baseline values to determine progress. Photographs will also be taken during each monitoring visit to confirm progress. Full species lists will be taken for each habitat type.

Monitoring Methods and Intervals MS-T01

Provide details of the methods you will use to adequately monitor the progress towards the targets stated in the management plan and as agreed with the Local Planning Authority.

Habitat Type	Monitoring Methods	Monitoring Interval and Timing
Other Neutral Grassland	The grassland will be assessed during each monitoring visit by a suitably experienced ecologist undertaking a walkover of the whole site. Species list and abundance to be recorded. Estimate the average number of species per square meter. Estimate the percentage cover of bare ground and bracken. Estimate the percentage area of sub-optimal indicator species or physical damage. Identify any INNS.	Years 1, 2, 3, 5, 10, 15, 20, 25 and 30. Visits will be undertaken in June/July.
Purple Moor Grass and Rush Pastures	The habitat will be assessed during each monitoring visit by a suitably experienced ecologist undertaking a walkover of the whole site. Species list and abundance to be recorded. Estimate the average number of species per square meter. Estimate the water level, and check that wool logs are in good condition and still working effectively. Estimate the percentage cover of bare ground, scrub and bracken. Estimate the percentage area of sub-optimal indicator species or physical damage. Identify any INNS.	Years 1, 2, 3, 5, 10, 15, 20, 25 and 30. Visits will be undertaken in June/July.

Monitoring Reports

Following completion of habitat creation and initial enhancement works, prepare for your monitoring report for the Local Planning Authority or Responsible Body. You should monitor each habitat type comprising the BNG project. Provide sufficient detail for the reviewing authority to assess the progress. The 'Monitoring Report Template' can help you do this. The requirements and regularity with which the monitoring reports are required are at the discretion of the LPA or Responsible Body. Prepare the monitoring requirements below.

Monitoring Report Schedule MS-T02

Provide details of the person or organisation that will be responsible for submitting the monitoring reports. Also state the responsible organisation for receiving and reviewing the reports.

Organisation Responsible for Submitting the Monitoring Reports	Organisation Receiving and Responsible for Reviewing Reports
Habitat NW Ltd / Etive Ecology Ltd	Yorkshire Dales National Park

Provide details of when the monitoring surveys and reports will be undertaken and submitted. You can extend the table and adjust according to your required schedule.

Project Year	Month Report to be Submitted	Month Management Plan to be reviewed	Comments
Y1	August	September/October	Report on all enhancement actions undertaken.
Y2	August	September/October	Report on the success of wool logs and water table levels.
Y3	August	September/October	Report on all habitats. Assess impact of grazing regime.
Y4	August	September/October	Report on all habitat.
Y5	August	September/October	Report on all habitats. Assess the need for over-seeding of grassland.
Y10	August	September/October	Report on all habitats.
Y15	August	September/October	Report on all habitats.
Y20	August	September/October	Report on all habitats.
Y25	August	September/October	Report on all habitats.
Y30	August	September/October	Report on all habitats.

Adaptive Management

Summary of Adaptive Management Approaches (MS-B02)
Adaptive management will be implemented throughout the 30-year management period. Regular site monitoring will be undertaken annually, with ecologists involved in elements of the annual management. This will allow for constant assessment of the site, effective management, and habitat outcomes. Annual discussions will occur between the ecologist and the landowner, with issues identified at the earliest possible opportunity, allowing sufficient time to implement effective management changes. The schedule for condition monitoring, as detailed herein, will provide key markers and milestones against which the adaptive management process can be assessed. However, this approach is so flexible that careful adjustments will be made as and when required. Whenever adaptive management requires significant changes to the proposed management prescriptions, communication with the local authority will occur. Where necessary, changes will be made to this HMMP to accurately reflect the actual management activities undertaken on-site.

APPENDIX 3

BNG Capacity Report

Biodiversity Gain – [ ]

B. Development Address	C. Local Authority	D. Planning Reference	E. Reserved Units	F. Allocated Units	G. Remaining Unit Balance