

DATED

9 June

2025

HERTSMERE BOROUGH COUNCIL

(1)

WROTHAM PARK SETTLED ESTATES

(2)

AGREEMENT

under section 106 Town and Country Planning Act 1990

relating to the Bentley Heath Habitat Bank Hertfordshire
EN5 4RX

FARRER&Co

THIS AGREEMENT is made on

9 June

2025

BETWEEN

- (1) **HERTSMERE BOROUGH COUNCIL** of Civic Offices, Elstree Way, Borehamwood, WD6 1WA (**Council**); and
- (2) **WROTHAM PARK SETTLED ESTATES** (Company number 07784922) of Estate Office Wrotham Park Barnet EN5 4SB (the **Owner**)

WHEREAS

- (A) By virtue of the 1990 Act the Council is the Local Planning Authority for the purposes of this Agreement for the area in which the Biodiversity Gain Site is situated and is the Local Planning Authority by whom the planning obligations hereby created are enforceable
- (B) The Owner is the registered freehold proprietor with absolute title of the Biodiversity Gain Site which is registered at the Land Registry as part of Title Number MX259058
- (C) The Council and the Owner have agreed to enter into this Agreement to secure the creation maintenance and monitoring of habitat enhancements on the Biodiversity Gain Site as set out in the planning obligations contained in this Agreement
- (D) The Owner by entering into this Agreement does so to create planning obligations in respect of the Biodiversity Gain Site and each part of it in favour of the Council pursuant to section 106 of the 1990 Act and to be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained

IT IS AGREED as follows:

1. Definitions and Interpretation

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

1990 Act means the Town and Country Planning Act 1990 (or any replacement or amending legislation containing the statutory scheme for biodiversity gain)

Allocation means the number of Biodiversity Units which are attributed by the Owner towards the provision of the required biodiversity net gain on a development (and Allocate and Allocated and Allocations shall be construed accordingly).

Biodiversity Gain Site means the land known as land at Bentley Heath Hertfordshire EN5 4RX coloured pink and comprising Sites A B C7 D and E4 as shown on the Plan and registered at HM Land Registry with absolute title as part of Title Number MX259058

Biodiversity Gain Site Register means the register of biodiversity gain sites established under section 100 of Part 6 of the Environment Act 2021 and regulation 3 of the Biodiversity Gain Site Register Regulations 2024 or any other equivalent legislation

Biodiversity Units means the value of the Habitat Enhancements to be provided on the Biodiversity Gain Site calculated in accordance with the Statutory

Biodiversity Metric and registered on the Biodiversity Site Gain Register and which shall comprise the following:

306.48 units of grassland (other neutral lowland and lowland dry acid grassland)

12.02 units of heathland and shrub

3.74 units of woodland and forest

2.78 units of lakes (priority ponds)

0.30 units of individual trees

27.25 units of native species rich hedgerow

1.0 units of other river/stream

4.9 units of ditch

Commencement Date means the date of commencement of the Habitat Creation and Enhancement Works as identified in the Commencement Notice

Commencement Notice means a written notice served by the Owner on the Council confirming the date on which the Habitat Creation and Enhancement Works have been commenced

Completion Date means the date specified in the Certificate of Completion as the date the Habitat Creation and Enhancement Works have been completed

Completion Date Notice means a written notice served by the Owner on the Council of the completion of the Habitat Creation and Enhancement Works and proposing a Completion Date for confirmation by the Council

Certificate of Completion: means a written certificate of completion confirming that the Habitat Creation and Enhancement Works have been completed to the reasonable satisfaction of the Council and confirming the Completion Date

Compliance Notice means a notice served by the Council on the Owner pursuant to Clause 6.2

Disposal means any transfer of the freehold or grant of a lease for more than 7 years of any part of the Biodiversity Gain Site

Expert means an independent person of at least 10 years standing in the area of expertise relevant to the dispute to be agreed between the parties to this Agreement or (failing agreement) to be nominated at the request and option of any of them at their joint expense by or on behalf of the President for the time being of the Law Society

Force Majeure Event means a circumstance not within the control of the Owner including without limitation:

- (a) an act of God such as a drought flood or other natural disaster

- (b) appearance on the Biodiversity Gain Site of an invasive or nuisance species (singular or plural) except where such species arise as a result of the Owner's actions or inaction/omission
- (c) epidemic or pandemic
- (d) terrorist attack civil war civil commotion or riots war threat of or preparation for war armed conflict imposition of sanctions embargo or breaking off of diplomatic relations
- (e) nuclear chemical or biological contamination
- (f) plant disease
- (g) epizootic or
- (h) compulsory purchase

Habitat Creation and Enhancement Works means the creation and enhancement works set out in the Habitat Management and Monitoring Plan (excluding any management or monitoring activities specified in the Habitat Management and Monitoring Plan)

Habitat Enhancement means the amount by which the projected value of the habitat following the completion of the Habitat Maintenance Works exceeds the value of the habitat prior to the carrying out of the Habitat Creation and Enhancement Works as assessed in accordance with the Statutory Biodiversity Metric

Habitat Maintenance Works means the maintenance and monitoring works set out in the Habitat Management and Monitoring Plan

Habitat Management and Monitoring Plan means the habitat management and monitoring plan annexed to this Agreement at Annexure 2

Head of Planning means the head of planning and economic development of the Council for the time being or such other officer of the Council nominated by the Head of Planning for the purposes of this Agreement

Index means the Building Cost Information Service All-in Tender Price Index published from time to time (or such other index as may replace it and having like effect)

Index Linked means all payments expressed in this Deed are to be increased from 28 May 2025 to the date of payment by reference to the Index applying the following formula:

$D = A \times B/C$ where:

A = the sum stated to be payable in this Deed;

B = the last Index figure published prior to the payment date;

C = the last Index figure last published prior to 28 May 2025 and

D = the sum payable to the Council

Monitoring Report means a written report which complies with the monitoring strategy and methods as approved in the Habitat Management and Monitoring Plan setting out:

- (a) the results of a review of the operation and effectiveness of the Habitat Management and Monitoring Plan since the previous Monitoring Report
- (b) any remedies or measures that are required to be implemented to meet the requirements of the Habitat Management and Monitoring Plan and
- (c) if applicable any proposed changes to the Habitat Management and Monitoring Plan in the spirit of encouraging collaborative monitoring

Management Plan Monitoring Fee means the sum of Fifteen Thousand Four Hundred and Eighty Four Pounds and Fifty Pence (£15,484.50) Index Linked payable by the Owner to the Council as a contribution towards the Council's costs of monitoring compliance with the Habitat Management and Monitoring Plan and reviewing Monitoring Reports

Monitoring Report Date means the first, third, fifth, eighth, fifteenth, twenty-fifth and thirtieth anniversaries of the Commencement Date (or such other dates as may be agreed in writing with the Council)

Plan means the plan annexed at Annexure 1

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 Biodiversity Gain Site, the Biodiversity Units and any Allocations.

Relevant Event means a change in the law which results in the repeal of or material alteration to the statutory scheme for biodiversity gain within the 1990 Act whereby biodiversity gain ceases to be required as a condition of planning permission or which disables the Biodiversity Gain Site (or any part thereof) from providing off-site biodiversity net gain within the scheme of the 1990 Act

Remaining BNG Capacity means the Biodiversity Units on the Biodiversity Gain Site Register available for Allocation to a development

Stacking means the sale or transfer of a single Biodiversity Unit and another nature market credit (as the same are described in "Nature Markets: A framework for scaling up private investment in nature recovery and sustainable farming" published by the UK Government in March 2023) from the same intervention on land insofar as permitted by UK law from time to time

Statutory Biodiversity Metric means the statutory biodiversity accounting tool published by DEFRA or Natural England from time to time that is to be used to measure the biodiversity value or relative biodiversity value of habitat or habitat enhancement for the purposes of biodiversity net gain.

Trigger Notice means a written notice served (at the Owner's discretion) by the Owner on the Council confirming that the provisions of paragraphs 4 to 9 (inclusive) or Schedule 1 have become binding on the Owner in accordance with Clause 3 of

this Agreement and that Habitat Maintenance Works will commence on the Completion Date

Variation Event: means any of the following events ~~that would have a material~~ impact on the calculation of any un-Allocated Biodiversity Net Gain:

- (a) a change in Natural England's guidance or policies;
- (b) a change in scientific opinion based on evidence;
- (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;
- (d) the Biodiversity Metric is amended, updated, or replaced by Natural England and/or DEFRA;
- (e) the Biodiversity Gain Land becomes designated under law or is otherwise encumbered by any right which would be incompatible with the Biodiversity Net Gain or any existing Allocation; or
- (f) such other event as may be agreed between the Parties as constituting a Variation Event.

Working Days means Monday to Friday inclusive excluding Bank or public holidays

1.2 Where the context so requires:

- 1.2.1 the singular includes the plural and vice versa and words importing the masculine gender only include the feminine and neuter genders and extend to include a corporation sole or aggregate;
- 1.2.2 references to any party or body in this Agreement shall include the successors in title and assigns of that party and in the case of the Council shall include any successor Local Planning Authority exercising planning powers under the 1990 Act;
- 1.2.3 wherever there is more than one person named as a party and where more than one party undertakes a covenant all their covenants can be enforced against all of them jointly and against each individually unless there is an express provision otherwise;
- 1.2.4 any covenant by a party not to do any act or thing shall be deemed to include a covenant not to cause permit procure or suffer the doing of that act or thing;
- 1.2.5 any reference to an Act of Parliament shall include any modification, extension or re enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it;
- 1.2.6 references to clauses paragraphs, and Schedules are references to clauses paragraphs and schedules to this Agreement and are for reference only and shall not affect the construction of this Agreement;

- 1.2.7 the headings and contents list are for reference only and shall not affect construction

2. Legal Effect

- 2.1 This Agreement constitutes a deed and is made pursuant to section 106 of the 1990 Act section 111 of the Local Government Act 1972 and section 2 of the Localism Act 2011 and all other enabling powers and enactments that are relevant
- 2.2 To the extent that they fall within the terms of section 106 of the 1990 Act the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act with the intent that they bind the Biodiversity Gain Site and are enforceable by the Council
- 2.3 The covenants restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owner
- 2.4 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act they are entered into pursuant to powers contained in Section 111 of the Local Government Act 1972 and Sections 1 to 8 of the Localism Act 2011 and all other enabling powers

3. Commencement

This Agreement comes into effect on the date at the head of this Agreement but the covenants contained in Schedule 1 paragraphs 4 to 9 (inclusive) and Schedule 2 paragraphs 2 to 4 (inclusive) shall only have force and effect following service of the Trigger Notice

4. Owners' Covenants

Subject to Clause 3 the Owner covenants with the Council to observe and perform the covenants restrictions and obligations on its part contained in this Agreement including those set out in Schedule 1

5. Council's Covenants

Subject to Clause 3 the Council covenants with the Owner to observe and perform the covenants restrictions and obligations on its part contained in this Agreement including those set out in Schedule 2

6. Owner's Default

- 6.1 The Owner shall not be liable for any breach of the Habitat Management and Monitoring Plan or any other requirement of this Agreement where the breach arises as a direct result of a Force Majeure Event
- 6.2 If having followed the procedure set out in Schedule 2 paragraph 1 the Council reasonably considers that the Owner is in breach of its obligations under Schedule 1 paragraph 2 it may serve on the Owner a Compliance Notice which shall specify the steps required of the Owner to comply with the obligations under the Habitat Management and Monitoring Plan and prescribe reasonable time limits for compliance

- 6.3 If the Owner shall within 28 days of its service challenge the contents of the Compliance Notice the dispute shall be referred for determination under Clause 18 and the decision of the Expert shall be binding on the Owner and the Council
- 6.4 Where the Owner does not challenge the Compliance Notice within 28 days of service or if the Expert determines in favour of the Council (as appropriate) and the Owner does not comply with the requirements of the Compliance Notice within the reasonable time limits specified the Council may use its statutory powers of planning enforcement
- 6.5 This clause 6 does not:
- 6.5.1 affect the Council'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 Agreement; or
- (b) Consequential and interim orders and relief;
- 6.5.2 not apply to disputes in relation to matters of law which will be subject to the jurisdiction of the Courts;
- 6.5.3 fetter any Party's right to bring an action in the courts;
- 6.5.4 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 Agreement or in relation to any failure or delay by such Party in agreeing or approving or determining such matter in its absolute discretion

7. Nature Markets

- 7.1 Nothing in this Agreement shall preclude Stacking by the Owner on the Biodiversity Gain Site
- 7.2 Nothing in this Agreement shall preclude the Owner carrying out additional environmental interventions on the Biodiversity Gain Site over and above those identified in the Habitat Management and Monitoring Plan (or selling nature market credits or additional Biodiversity Units attributable to those interventions) provided that such interventions do not prevent the Owner complying with its obligations under Schedule 1

8. Miscellaneous

- 8.1 No party shall be bound by the terms of this Agreement or be liable for the breach of any covenants restrictions or obligations contained in this Agreement: -
- 8.1.1 occurring after he or it has parted with his or its interest in the Biodiversity Gain Site or the part in respect of which such breach occurs (but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest);
- 8.1.2 if it is a statutory undertaker which has an interest in any part of the Biodiversity Gain Site for the purposes of its undertaking.

- 8.2 Except where expressly provided otherwise where the agreement approval, consent or expression of satisfaction is required by any party under the terms of this Agreement such agreement approval consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 8.3 The obligations hereby created shall be registered as a Local Land Charge.
- 8.4 Insofar as any Clause or Clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity legality or enforceability of the remaining provisions of this Agreement providing that severance is achievable.
- 8.5 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Biodiversity Gain Site in accordance with a planning permission granted after the date of this Agreement save insofar as such development shall prevent the Owner from complying with its obligations under Clause 4.
- 8.6 Nothing in this Agreement shall be construed as restricting the exercise by the Council of any power or discretion exercisable by it under the 1990 Act or under any other Act of Parliament nor prejudicing or affecting the Council's rights powers duties and obligations in any capacity as a local or public authority.
- 8.7 Any future mortgagee or chargee shall not be personally liable for any breach of the obligations in this Agreement unless committed or continuing at a time when the mortgagee or chargee is in possession of all or any part of the Biodiversity Gain Site PROVIDED THAT a mortgagee or chargee shall only be liable for the part of the Biodiversity Gain Site in which it has an interest.

9. Termination and Variation

- 9.1 This Agreement may be terminated by the Owner by notice in writing to the Council in respect of any part of the Biodiversity Gain Site to which no Biodiversity Units already Allocated at the date of that notice have been attributed (for the avoidance of doubt where such notice is provided to the Council this Agreement will continue in full force and effect in respect of any part of the Biodiversity Gain Site to which Biodiversity Units already Allocated at the date of that notice have been attributed) PROVIDED ALWAYS that the Owner may not terminate the Agreement where there is a material and ongoing breach of its obligations.
- 9.2 In the event of a Relevant Event the provisions of this Agreement shall automatically terminate in respect of any part of the Biodiversity Gain Site to which no Biodiversity Units already Allocated at the date of the Relevant Event have been attributed (for the avoidance of doubt in this event this Agreement will continue in full force and effect in respect of any part of the Biodiversity Gain Site to which Biodiversity Units already Allocated at the date of the Relevant Event have been attributed)
- 9.3 This Agreement shall terminate on the date which is the expiration of the period of 30 years from the Completion Date (provided that the termination of this Agreement shall be without prejudice to any accrued rights and liabilities or any rights or remedies of the parties for breach non-observance or non-performance of the obligations under this Agreement)
- 9.4 The Owner and the Council may at any time agree modifications to the Habitat Management and Maintenance Plan (to be documented by written agreement) and to this Agreement (to be documented in a deed of variation to this Agreement) subject

to any amendment being at the absolute discretion of the Council and provided that the Owner shall at the time of the request provide the Council with:

- 9.4.1 The proposed amended Habitat Management and Monitoring Plan;
- 9.4.2 a statement of reasons for such amendment; and
- 9.4.3 confirmation (with reasons) that the amendment would not prejudice:
 - (a) the use of management of the Biodiversity Gain Site in a manner consistent with its function to delivery Biodiversity Net Gain; and
 - (b) the continued functioning of the Biodiversity Gain Site for Biodiversity Net Gain or any existing Allocation

- 9.5 Following any termination or variation of this Agreement the Council shall make such modifications as are necessary to amend the local land charges register accordingly and shall provide reasonable assistance to the Owner in its application to amend the information in an entry on the Biodiversity Gain Site Register or its application for the removal of the Biodiversity Gain Site (or part thereof) from the Biodiversity Gain Site Register (as the case may be)

10. Notification

All notices requests and demands or other written communications to or upon the parties pursuant to this Agreement shall be deemed to have been properly given or made if dispatched by first class letter to the party to which such notice request, demand or other written communication is to be given or made under this Agreement and addressed as follows (or to such other address as the party to whom the notices requests demands or other written communication is to be given or made shall from time to time notify in writing to the other parties as its address for the purposes of this Clause):

- 10.1 to the Council care of the Head of Planning at the address shown on page 1 of this Agreement quoting reference Wrotham Park Habitat Bank ;
- 10.2 to the Owner at its addresses shown on page 1 of this Agreement.

11. Good Faith

The parties agree to act in good faith with each other to achieve the objectives of this Agreement

12. Third Parties

No person who is not a party to this Agreement may enforce any terms hereof pursuant to the Contracts (Rights of Third Parties) Act 1999 provided that this Clause shall not affect any right of action of any person to whom this Agreement has been lawfully assigned or becomes vested in law.

13. Exercise of the Powers of the Council

Nothing in this Agreement whether express or implied shall be construed as restricting the exercise by the Council of any powers exercisable by them respectively under the 1990 Act or under any other Act or authority nor shall prejudice or affect

the rights discretion powers duties and obligations of the Council under any statute bye-law statutory instrument order or regulation in the exercise of its functions as local planning authority principal council fire and rescue authority or library authority.

14. Waiver

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

15. Legal Costs

The Owner shall pay to the Council its reasonable legal fees prior to completion of this Agreement.

16. Ownership

The Owner warrants and confirms that it is the freehold owner of the Biodiversity Gain Site with full power to enter into this Agreement and shall procure that any tenant for the time being of the Biodiversity Gain Site shall comply with the obligations under Clause 4.

17. Indexation

17.1 All sums payable to the Council shall be Index Linked

18. VAT

All consideration given in accordance with the terms of this Agreement shall be exclusive of any Value Added Tax properly payable.

19. Dispute Provisions

19.1 Any dispute arising between the parties relating to any matter contained in this Agreement may be referred to the Expert by any party.

19.2 The Expert will act as an expert and not as an arbitrator.

19.3 Each party will bear its own costs and the Expert's costs will be paid as determined by her and shall be borne equally in the absence of such determination.

19.4 The Expert will be required to give notice to each of the parties, inviting each of them to submit to her written representations and cross representations with such supporting evidence as they shall consider necessary and the Expert shall have regard thereto in making his decision.

19.5 The Expert's decision will be given in writing as expeditiously as possible with reasons and in the absence of manifest error will be final and binding on the parties.

20. Jurisdiction

This Agreement is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England.

21. Delivery

The provisions of this Agreement (other than this Clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

AS WITNESS whereof the parties hereto have executed this instrument as a Deed the day and year first before written.

Schedule 1

Owner's Covenants

The Owner covenants with the Council as follows:

1. Notices

- 1.1 To notify the Council in writing of the Commencement Date within 10 Working Days of it occurring;
- 1.2 To notify the Council in writing of the date of any Registration within 10 Working Days of it occurring;
- 1.3 To notify the Council within 10 Working Days of the date when the BNG Capacity is first Allocated;
- 1.4 To notify the Council within 10 Working Days of the date that the BNG Capacity has been fully Allocated;
- 1.5 To notify the Council within 10 Working Days of the Register being updated following an amendment to the Habitats Management and Monitoring Plan pursuant to Clause 9.4

2. Habitat Creation and Enhancement Works

- 2.1 To Commence the Habitat Creation and Enhancement Works as soon as reasonably possible and in any event no later than 12 months following the date of Registration (unless otherwise agreed with the Council);
- 2.2 To complete the Habitat Creation and Enhancement Works in accordance with the Habitat Management and Monitoring Plan;
- 2.3 To issue the Completion Date Notice to the Council within 10 Working Days of the completion date of the Habitat Creation and Enhancement Works;

3. Management Plan Monitoring Fee

- 3.1 To pay the Management Plan Monitoring Fee in respect of the Council's costs in complying with Paragraph 2.1 of Schedule 2 to the Council prior to or upon completion of this Agreement

4. Habitat Maintenance and Monitoring

- 4.1 Following service of the later of the Trigger Notice or the Commencement Date Notice:
 - 4.1.1 to carry out any remedial works which the Council may specify following an inspection in accordance with paragraph 2.1.1 of Schedule 2 within such period as is first agreed in writing with the Council
 - 4.1.2 following the completion of any remedial works specified by the Council to serve a further Commencement Date Notice on the Council and to repeat

the requirements of paragraphs 4.1.1 and 4.1.2 until the Council issues the Certificate of Completion.

4.1.3 to maintain monitor and manage the Biodiversity Gain Land in accordance with the Habitat Management and Monitoring Plan for a period of 30 years from and including the Completion Date

5. Registration of Biodiversity Gain Site and Allocations

- 5.1 To apply to register the Biodiversity Gain Site on the Biodiversity Gain Site Register within 28 days of the service of the Trigger Notice but no later than when the first application for Allocation is made;
- 5.2 Do the following if an application to Register the Biodiversity Gain Site is unsuccessful as soon as reasonably practicable:
 - 5.2.1 Notify the Council in writing;
 - 5.2.2 Remedy the defects in the application;
 - 5.2.3 Reapply to register the Biodiversity Gain Site on the Biodiversity Gain Site Register; and
 - 5.2.4 Continue to notify the Council and remedy defects in any application until the Biodiversity Gain Site is Registered
- 5.3 Not to amend or apply to amend the Registration without the Council's prior written approval, other than to record additional Allocations or where necessary to comply with this Deed including where an amended Habitat Management and Monitoring Plan is approved pursuant to Clause 9.4 which amends or otherwise impacts the Biodiversity Units or Remaining BNG Capacity.
- 5.4 To make available the Biodiversity Units on the Biodiversity Gain Site for Allocation
- 5.5 To apply to register any Allocation on the Biodiversity Gain Site Register within 28 days of the date of the Allocation
- 5.6 Not to Allocate any Biodiversity Units:
 - 5.6.1 Whilst an application to amend the Registration is pending; and
 - 5.6.2 unless:
 - (a) the Allocation is subsequently recorded on the Biodiversity Gain Site Register; and
 - (b) the Remaining BNG Capacity as recorded on the Biodiversity Gain Site Register is sufficient to fulfil any such an Allocation

6. Disposals

- 6.1 Within 28 days to give to the Council the details of any Disposal of all or any part of the Biodiversity Gain Site including:

- 6.1.1 the name and address of the person to whom the Disposal was made
- 6.1.2 the nature and extent of the Disposal and
- 6.1.3 such other information as the Council may reasonably require

7. Allow Access

- 7.1 To allow the Council and all persons authorised by them:
 - 7.1.1 access to the Biodiversity Gain Site on reasonable notice and at reasonable times for the purposes of monitoring compliance with the Habitat Management and Monitoring Plan and this Agreement provided that they do not unreasonably interfere with the use and management of the Biodiversity Gain Site
 - 7.1.2 To pass and repass across any land in the Owners' control over which it is necessary to do to gain access to for the purpose of accessing the Biodiversity Gain Site in accordance with paragraph 7.1.1 provided that they do not reasonably interfere with the use and management of such land

8. Monitoring Reports

- 8.1 To provide Monitoring Reports to the Council on the Monitoring Report Dates
- 8.2 To review each Monitoring Report with the Council where requested by the Council;
- 8.3 Within 28 days of receipt of any written notice from the Council pursuant to paragraph 3.1 of Schedule 2 to propose remedial measures to ensure the aims of the Habitat Management and Monitoring Plan can be met and to submit these to the Council for approval and thereafter to revise and include such further amendments as are reasonably required by the Council until such time as the remedial measures are approved in writing by the Council
- 8.4 The Owner shall then implement the approved remedial measures within one calendar month of the remedial measures being approved by the Council

9. Recalculation of BNG Capacity

- 9.1 To do the following where a Relevant Event or Variation Event occurs and there is Remaining BNG Capacity or a change to the Remaining BNG Capacity:
 - 9.1.1 not Allocate any Remaining BNG Capacity until the amount of Remaining BNG Capacity has been agreed under paragraph 9.1.2 of this Schedule (or determined by the Expert);
 - 9.1.2 notify the Council of its calculation of the Remaining BNG Capacity taking into account the Relevant Event and submit it to the Council for approval;
 - 9.1.3 in the event of dispute over the calculation of the Remaining BNG Capacity under paragraph 9.1.2 of this Schedule, either Party may refer the matter to an Expert for determination;
 - 9.1.4 upon receipt of written approval from the Council for the calculation submitted under paragraph 9.1.2 of this Schedule or by the Expert's

determination under Clause 19, accept thereafter that the Remaining BNG Capacity shall be deemed to be the amount agreed and:

- (a) Allocate only to the Remaining BNG Capacity on this revised basis;
and
- (b) ensure the Biodiversity Gain Site Register in respect of the Biodiversity Gain Site is updated to reflect the revised Remaining BNG Capacity as soon as reasonably practicable.

Schedule 2 Council's Covenants

The Council covenants with the Owner as follows:

1. Registration of Biodiversity Gain Site

To provide reasonable administrative assistance to the Owner at the Owner's cost and expense in its application for registration of the Biodiversity Gain Site and the Biodiversity Units on the Biodiversity Gain Site Register including by registering this Agreement as a local land charge and by providing written confirmation of the receipt by the Council of any Trigger Notice and/or Certificate of Completion and to provide reasonable assistance to the Owner in any application made pursuant to paragraph 9 of Schedule 1 subject always to the Owner's paying the reasonably incurred costs of the Council of the same within 10 Working Days of receipt of any invoice from the Council pursuant to this Paragraph 1.

2. Inspection

2.1 To:

2.1.1 Inspect the Habitat Creation and Enhancement Works within 28 Working Days following receipt of the later of the Completion Date Notice or the Trigger Notice

2.1.2 To do the following where Habitat Creation and Enhancement Works are inspected under sub-paragraph 2.1.1:

(a) As soon as reasonably practicable issue a Certificate of Completion if the Habitat Creation and Enhancement Works have been completed to the reasonable satisfaction of the Council; or

(b) As soon as reasonably practicable notify the Owner of any defects if the Council determines that the Habitat Creation and Enhancement Works have not been completed together with a timetable for completing such works;

2.1.3 Where the Owner issues a subsequent Completion Date Notice under paragraph 4.1.2 of Schedule 1, re-inspect the Habitat Creation and Enhancement Works under paragraph 2.1.1 of this Schedule and to comply with paragraph 2.1.2 of this Schedule until it issues the Certificate of Completion

2.1.4 For the avoidance of doubt the obligations under this Paragraph 2.1 shall apply to the Council and/or its agents or other authorised officer on behalf of the Council

3. Notification of non-compliance with Habitat Management and Monitoring Plan

3.1 Following receipt by the Council of a Monitoring Report if the Council is of the view that a Monitoring Report indicates that the Habitat Management and Monitoring Plan is not being complied with or the aims are not being met it shall notify the Owner to that effect setting out its reasons for holding such opinion as soon as reasonably practicable and in any event within 28 days after the relevant Monitoring Report Date (or the date on which the Council receives the relevant Monitoring Report if later) (or

such longer period as notified by the Council prior to expiry of the initial 28 day period) and use reasonable endeavours to agree and approve remedial measures with the Owner as soon as reasonably practicable

- 3.2 If at any time the Council (having first followed the steps set out in paragraph 3.1 of this Schedule and having inspected the Biodiversity Gain Site) has either been unable to agree and approve remedial measures with the Owner within a reasonable time or that the remedial measures have not been implemented in a reasonable time such that the Council reasonably considers that the Biodiversity Gain Site is not being maintained and monitored in accordance with the Habitat Management and Monitoring Plan the Council may serve a Compliance Notice on the Owner in accordance with the provisions of Clause 6.2

4. Management Plan Monitoring Fee

- 4.1 The Council shall pay the Management Plan Monitoring Fee into a separately identified interest bearing section of the Council's combined accounts
- 4.2 The Council covenants not to use any part of the Management Plan Monitoring Fee other than for the purposes for which it was paid (whether by the Council or another party)
- 4.3 If the Management Plan Monitoring Fee or any part thereof is not spent or committed for the purposes specified herein following the termination of this Agreement in accordance with Clause 9 the Council shall refund to the Owner any part of the Management Plan Monitoring Fee which remains unspent or uncommitted

THE COMMON SEAL of
HERTSMERE BOROUGH COUNCIL
was hereunto affixed in the presence of:



Authorized sealing officer or signatory

EXECUTED as a DEED by

as attorney for
WROTHAM PARK SETTLED
under a power of attorney dated

19 DECEMBER 2024
in the presence of:

Director

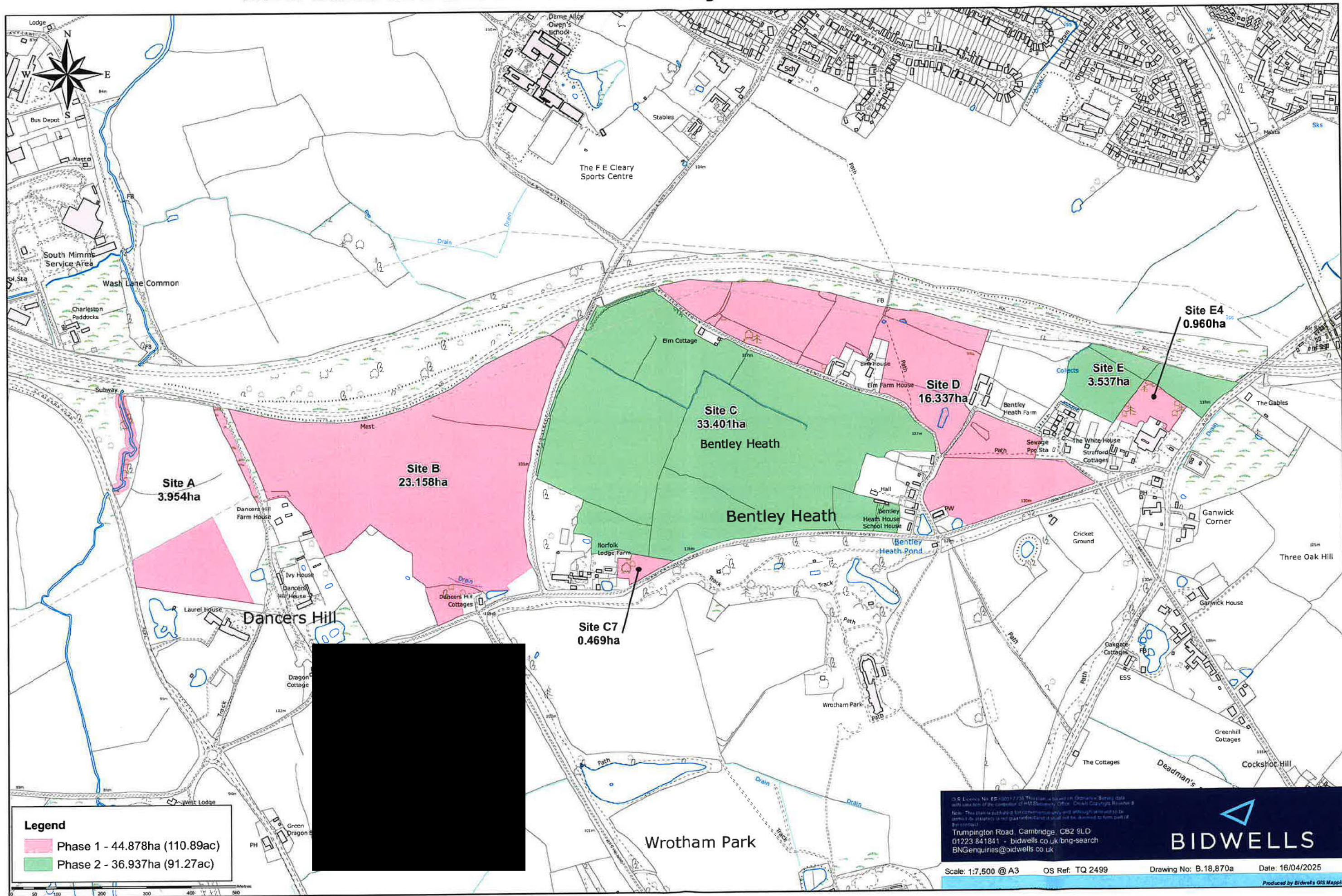
Witness signature:

Witness name: HARRY HUGHES-DAVIES

Witness address:

Annexure 1
Plan

BNG Land at Dancers Hill & Bentley Heath, Wrotham Park Estate



Annexure 2
Habitat Management and Monitoring Plan

Habitat Management & Monitoring plan

May 2025

**Bentley Heath
Habitat Bank**

Prepared by
CSA Environmental

On behalf of
Wrotham Park Estate

Report No: CSA/6421/03

This report may contain sensitive ecological information. It is the responsibility of the Local Authority to determine if this should be made publicly available.

Report Ref	Revision	Date	Prepared by	Approved by	Comments
CSA/6421/03	-	26/01/2024	MD/JW	JW	
	A	05/03/2024	MD/JW	JW	
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	C	06/09/2024	LF/JW	JW	Update plans
	D	15/10/2024	LF/JW	JW	
	E	11/04/2025	JW	-	RCA update
	F	23/05/2025	AC	JW	Update plans



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Appendix A: Existing Habitats Plan

Appendix B: Proposed Habitats Plan

Appendix C: Habitat Monitoring Locations Plan

Appendix D: Biodiversity Metric Calculation (See Separate Spreadsheet)

1.0 INTRODUCTION

- 1.1 This document has been prepared by CSA Environmental on behalf of Wrotham Park Estate. It sets out an over-arching **Habitat Mitigation & Monitoring Plan** for **Bentley Heath Habitat Bank** (hereafter referred to as 'the Site'). The document has been prepared for the following purposes:
- To provide appropriate information to Hertsmere Borough Council to demonstrate the delivery of habitat restoration and creation at the Bentley Heath Habitat Bank for the purposes of delivery of Biodiversity Units
 - To allow for registration of the Site, or parts of the Site, under the Natural England Biodiversity Net Gain (BNG) Register
 - To inform the practical implementation of Habitat Restoration & Creation Works, and for the long-term adaptive management of habitats.
- 1.2 This document should be read in conjunction with the Biodiversity Baseline Report (CSA/6421/01), completed **Statutory Metric and Proposed Habitats Plan** (see Appendix A: CSA/6421/108), which together set out proposed restoration, creation and management of land within the Site.
- 1.3 This document details objectives and principles of proposed works, the roles and responsibilities those undertaking, overseeing and monitoring works, and mechanisms for adapting management or taking remedial actions.
- 1.4 The management plan is intended to inform the establishment and a **30-year management period**, with management able to be continued beyond this time.

2.0 BIODIVERSITY BASELINE

- 2.1 The Biodiversity Baseline report (CSA/6421/01) for the Site provides a detailed description of the existing habitats present and their baseline biodiversity value with a summary provided below. The baseline is based upon survey and assessment work carried out between May and December 2023.
- 2.2 The Habitat Bank is located to the north and southeast of Wrotham Park Estate. It is dominated by **arable land** to the west, centre and southeast, with **neutral grasslands** to the east. Edaphic (soil) conditions comprise neutral to acid loam and clays of low to moderate fertility, with impeded drainage. Arable land within the Site is identified as Grade 3 Agricultural Land Quality (Provisional) based upon broadscale MAGIC database mapping. Soil testing of arable soils indicate **low phosphate levels** to the west of the site (Areas A & B), with low to moderate levels to the east (Area C) and south east (Area F).
- 2.3 Smaller areas of higher distinctive/priority habitats are also present. These include a **scattered remnant woodlands** to the north and a larger wood to the south east, with **acid grassland, lowland meadow and traditional orchard** to the east.
- 2.4 **Native hedgerows** bound many of the fields with **mature trees**, principally oak, present both within hedges and to the interior of fields. Three main rivers pass through the Site including **Mimmshall Brook** to the west, **Bentley Heath Brook** (ditch) to the centre) and **Monken Mead Brook** to the southeast. Other several seasonal ditches are present elsewhere with associated areas of pluvial (surface water) flooding.
- 2.5 **Six ponds** are present within the Habitat bank, with a further 10 waterbodies in the immediate vicinity. A total of **16 'ghost' ponds** (ponds previously present) are noted on historic maps, principally within arable fields.
- 2.6 **Wash Lane Common Local Wildlife Site** runs along Dancers Lane to the west of the Site (Area B). This LWS was designated in 1997 for the presence of grassland indicator species typical of damp neutral grasslands, including devil's bit scabious.
- 2.7 The Site also lies within **an area of strategic significance** (medium), lying adjacent to the wider Wrotham Park Estate and its associated parkland priority habitats. In lieu of Hertfordshire's Local Nature Recovery Strategy (LNRS) (due for publication in Autumn 2025) this medium significance is based upon Natural England's National Habitat Network Maps (May 2020) and Hertfordshire Ecological Network mapping. This approach has been confirmed with Hertfordshire Ecology (Hertfordshire County Council, pers. comms 2024).

- 2.8 The existing Habitat Baseline for the Habitat Bank, as calculated through the completed Statutory Biodiversity Metric is **803.31 Habitat Units, 75.85 hedgerow units & 12.25 Watercourse Units**. Over 90% of the Habitat Bank area comprise habitats of low (arable) or medium distinctiveness (e.g. neutral grassland) such that there is **capacity to deliver significant biodiversity gain** through habitat restoration and creation, as well as ditch improvements and reducing encroachment (arable cultivation) adjacent to watercourses.

3.0 GENERAL RESTORATION & MANAGEMENT PRINCIPLES

Restoration Aims & Objectives

3.1 The proposed works aim to:

- Provide floristically and structurally diverse habitats, including woodland, scrub, open grassland and wetland/pond habitats;
- Provide opportunities for a range of wildlife including priority species, targeting:
 - birds (including **skylark, yellowhammer, bullfinch, barn owl & nightingale**);
 - amphibians (including **common toad & great crested newt**);
 - reptiles (**grass snake**);
 - bats (including **barbastelle**);
 - terrestrial invertebrates and;
 - notable/uncommon local flora (including **blinks, marsh ragwort, lesser spearwort, bog stitchwort, three-nerved sandwort, bluebell, water violet & native black poplar**)
- Increase overall tree cover
- Provide secondary environmental benefits, including:
 - Reduce surface water run-off
 - Improve soil health
 - Sequestration of carbon
 - Air quality improvement
 - Visual amenity improvements

3.2 Management prescriptions should remain adaptive over the life-time of the project, referring back to the above aims to guide and justify any changes. Adaption of management is therefore actively encouraged to ensure future understanding and knowledge can be implemented without restrictions.

Roles & Responsibilities

3.3 Wrotham Park Estate will be responsible for delivery of the habitat bank including appointing appropriately qualified persons to undertake relevant roles (including, but not limited to):

- Estate staff (maintenance and monitoring)
- Contract Farmers (soil preparation, seeding and long-term maintenance)
- Specialist Landscape Contractor(s) (certain specialist habitat creation, restoration and long-term management)
- Ecologist (monitoring, guidance and advice)
- Arboriculturist (significant tree/ forestry operations and advice)
- Specialist Contractor for Removal of Invasive Non-Native Plant Species

- 3.4 Records of works will be collected by the relevant appointed persons and maintained by Wrotham Park Estate, to be made available for inspection by the Hertsmere Borough Council at the relevant time. Record works to date would be appended to all submitted monitoring reports.

General Management Principles

- 3.5 Any tree surgery works shall be undertaken by a suitably qualified arboricultural contractor. All tree surgery works shall be undertaken in accordance with the requirements of BS 3998:2010 'Tree work - Recommendations'.
- 3.6 All pruning/removal works to existing vegetation, including trees, should be undertaken outside of the bird-nesting season to ensure nesting birds are not disturbed. For clarification, the bird-nesting season is taken to be March to August inclusive. Where this is not possible, an ecologist will need to check for nesting birds prior to commencement of works.
- 3.7 Where tree surgery is planned as part of this management plan or in the situation where an approved tree surgeon has recommended remedial work for health and safety reasons, the potential for bats to be present must be considered before work is carried out.
- 3.8 Peat-based composts and proprietary herbicide/pesticide will not be used (with the exception of any invasive species removal) as part of long-term management. Some initial herbicide use may be required for initial establishment of habitats.

Timing of works

- 3.9 Any phasing of habitat restoration and creation works across the Site is to be agreed with the LPA. The specific season timing of works is set out in the relevant sections below.

4.0 GRASSLAND

Reversion of Arable to Grassland

4.1 Arable land across the Site, excluding any subject to woodland, scrub and hedgerow planting, and pond creation/restoration, will be reverted to grassland in accordance with the following methodology:

- Cessation of arable cultivation, with final cultivation exercise to maximise the removal of soil nutrient (specifically available nitrogen and phosphorus) from the soils through targeted cropping such as with barley or potato, treating as appropriate subject to detailed soil testing.
- Ground preparation during growing season- light harrowing of surface will be undertaken to prepare seedbed but avoid flush of weed and soils disturbance. Where heavy clay soils are present, these will be plough in Autumn, allowing winter frosts to break down sods ready for spring sowing. A herbicide treatment will then be undertaken to create a sterile seedbed. A further light harrow will be undertaken to produce a medium tilth, and rolled to produce a firm surface.
- Small-scale topsoil stripping, to allow for natural variation in soil depths and nutrient conditions, both to maximise future vegetation diversity and to provide open areas for ground nesting birds, invertebrates and flora. Works would make use of any plant/machinery on-site for pond and ditch operations, and in areas where higher distinctiveness grassland (acidic, lowland meadow and/or wet grassland) habitat quality may be achieved. Soil will be retained on-site, adjacent to area stripped.
- Sowing (broadcast of seed) of a commercially sourced seed mix in Autumn or Spring, with seed rolled to give good soil contact. Alternative or supplementary local seed sources will also be sought (green hay/collected seed) where available, through dialogue with relevant third parties (e.g. Hertfordshire & Middlesex Wildlife Trust).
- Cut and lift in first year following sowing in Early-August. Earlier cut will not be undertaken allowing initial weed growth to protect young seedlings through Spring/Summer. All arisings in first year will be raked off and composted, or cut for hay.

Existing grassland

4.2 Areas to the east of the Site comprise existing grassland swards which vary in existing species-richness (other neutral to lowland meadow),

condition (poor to moderate) and edaphic character (neutral to acidic).

- 4.3 All grassland will be enhanced in these locations and brought into favourable management as set out below in 'Long term Grassland Management' as set out below to achieve enhancement in condition and/or distinctiveness.

Long-term Grassland Management

- 4.4 Following establishment, or for existing swards, grassland will be subject to the following generalised management regime, with options set out below to adapt management as required and for specific grassland types:
- Annual cut of all grassland will be targeted for mid-July & September (timed subject to weather conditions to maximise) to no lower than 200mm
 - Leave arisings for 1-7 days to allow seed to drop.
 - All arisings raked-off and either removed for hay, or piled in designated compost heap on-site
 - 'Aftermath' grazing (preferred) by livestock (ideally cattle at density between 1.0 - 0.5 livestock units per ha) be undertaken after cutting for minimum 6 weeks, and finishing no later than December OR where grazing is not feasible, Simulated aftermath grazing (2nd cut) from September onwards, again with all arisings removed as above.
- 4.5 Timing of cutting and grazing should be adapted accordingly subject to the results of ecological monitoring, including identification of key flora (e.g. later flowering species) or presence of notable species.
- 4.6 Rotational cutting (maximum biannual) may also be considered where nutrient levels are sufficiently low in soil such that botanical diversity could be maintained.
- 4.7 Alternative management prescription should be explored wherever possible to include low density or mob- grazing by livestock (cattle, horses and in exceptional circumstances sheep¹) to maximise structural and floristic diversity.

Target Grassland Communities

- 4.8 It is acknowledged that the establishment of specific grassland types within former arable land will be influenced significantly by localised edaphic and hydrological conditions, as well as management type and

¹ Long-term sheep-grazing typically produces impoverished grassland swards given their highly selective grazing habits. Sheep grazing can, in combination with other livestock, provide some variation (i.e. very short swards). Similar variation can however be achieved through increased stocking densities of livestock (cattle and ponies) more suited to restoration and management of northern European habitats.

frequency. The following grassland types are predicted to establish, with the aim of all restoration and management to maximise floristic and structural diversity, both spatially and temporally **Other Neutral grassland (g3c)** across the majority of arable land:

- Dry neutral grasslands (g3c5 & g3c6) with sward composition showing affinities to mesotrophic NVC communities MG1 (false oat-grass) and MG6 (crested dog's-tail), with establishment and management seeking to achieve species-rich subcommunities, and ultimately MG5 hay meadows.
- Wet neutral grasslands (g3c7 and g3c8) with sward composition showing affinities to mesotrophic NVC communities MG9 (tufted hair-grass) and MG10 (Yorkshire fog- rushes), with establishment and management seeking to achieve species-rich subcommunities, and ultimately MG4 / MG8 wet hay meadows, and potentially some mire (M) and swamp (S) communities

- 4.9 To maximise variety in grassland composition within the Site, **Table 1** sets out the variety of approaches proposed in respect of biological material (seed mix, other seed/plant sources), any specific physical intervention, ideal management approaches and future target habitats.

Table 1 Targeted Grassland Restoration and Management Regimes

Targeted Habitat (within 30-year BNG commitment)	Seed Mixes (<u>or similar</u>)	Alternative / Supplementary Plant Material Source	Physical/ Hydrological Intervention	Management	Future Priority Habitat Target (beyond 30-year BNG commitment)
Other neutral grasslands (g3c)	False oat grasslands (MG1/ g3c5)	Emorsgate Meadow Mixture for Clay Soil EM4) [N.B. key species of communities referenced likely to colonise without seeding e.g. false oat grass, tufted hair grass and rushes]	Localised soil stripping to vary soil depths and nutrient burden	Lower frequency management / long sward	MG5 hay meadows (and MG1e / other species rich communities)
	Crested dogs tail grasslands (MG6/ g3c6)			More intensive management, typically grazed	
	Tufted hair-grass grassland (MG9/ g3c7)		Blocking/breaking of land drains; Damming of field ditches;	Lower intensity / preferential grazing	MG4 (+MG8) wet meadow habitats; wider mire (M) and swamp (S) communities
	Yorkshire fog- rush grassland (MG10/g3c8)				

Habitat Unit Delivery

- 4.10 The implementation of the above measures would seek to deliver at least **857.29 Habitat units** delivered by:
- Creation of 'other neutral grassland in 'good' condition from arable
 - Enhancing existing 'other neutral grassland' in 'poor' and 'moderate' condition to 'moderate' and 'good' condition, respectively
 - Enhancing existing 'other neutral grassland' to Lowland meadow in moderate condition
 - Enhancing existing 'Lowland dry acid grassland' in 'moderate' condition to 'good' condition
- 4.11 It is acknowledged that, where works are more successful than anticipated higher condition/ value habitat may be achieved, such as priority habitats Lowland Meadow. However, for the purposes of unit delivery predicted herein, the above targets provide a feasible target to achieve.

5.0 WOODLAND, TREES & SCRUB

Woodland Restoration

- 5.1 Existing woodland within the Site will be subject to long-term 'adaptive' woodland management operations including, but not limited to:
- Initial selective thinning operation, felling of dense/dominant stands of single species and open light up in species key locations (i.e. existing ponds and watercourses)
 - Long-rotation coppicing (up to 12 year) of appropriate species (i.e. hazel *Corylus avellana*) to increase the structural diversity of the woodland
 - Retention of all mature trees/well established specimens,
 - All deadwood/timber arisings retained within the woodland unless expressly identified for sustainable commercial uses
 - Removal of invasive plant species (see below)
 - Selective underplanting/sowing of native woodland flora within northwest woodland, including but not limited to,
 - Trees: native black poplar *Populus nigra* ssp *betulifolia* (local specimens/cuttings sought), alder *Alnus glutinosa*, downy birch *Betula pubescens* and white willow *Salix alba*;
 - Shrubs: guelder rose *Viburnum opulus*, alder buckthorn *Frangula alnus* and grey willow *Salix cinerea*;
 - Ground Flora where available sourced as seed from local woodlands/hedgerows; no sowing of commercial seed within existing woodland
- 5.2 The above will be subject to expert arboricultural / forestry advice on specific treatment of individual trees or stands in respect of tree health.

Removal of Invasive Non-Native Species

- 5.3 Large stands of Japanese knotweed are present principally to the west of the Mimmshall Brook within woodland habitats, with smaller stands elsewhere within the Site. This vegetation will be subject to a removal operation by a specialist contractor. It is likely that the most effective approach would comprise the repeated treatment of stands with an appropriate herbicide.

Mature trees

- 5.4 Mature trees, principally oaks, are present with native hedgerows and within throughout arable and other open habitats at the Site. These trees will be retained with no ground works (e.g. pond excavation) within 30m of any mature specimen,

New Woodland & Scrub

- 5.5 As part of woodland planting, two mixes will be employed for the purposes of establishing 'priority' and 'non-priority' woodland, with the former proposed in low-lying wetter areas (north and west) and the latter on higher, drier ground (east and southeast).

Establishment

- 5.6 The following suggested locally-appropriate species will be planted (allowing oak *Quercus robur* and ash *Fraxinus excelsior* to self-seed to reduce risk of tree disease), with relevant methods of establishment (indicative % provided or similar as available):

- Priority (Wet) Woodland Planting:
 - High canopy (25%): native black poplar (local specimens/cuttings sought: 5%), alder (10%) and white willow (10%);
 - Lower/shrub canopy (75%): Downy birch (10%), grey willow (20%), guelder rose (20%), dogwood *Cornus sanguinea* (20%) and alder buckthorn (5%)
 - Scattered planting at low density <1,000/ha, random planting
- Non-priority woodland:
 - High canopy (50%): Hornbeam *Carpinus betulus* (5%), aspen *Populus tremula* (5%), small-leaved lime *Tilia cordata* (5%), wild cherry *Prunus avium* (5%) and silver birch *Betula pendula* (30%)
 - Lower canopy (50%): midland hawthorn (10%), hazel 15%), blackthorn *Prunus spinosa* (5%), spindle *Euonymus europaeu* (5%), wild service tree *Sorbus tormentalis* (5%) and wild privet *Ligustrum vulgare* (5%),
 - Scattered planting at low density <1,000/ha, random planting
- Native 'Scrub' Planting:
 - Silver Birch (10%), cherry plum (10%), common hawthorn *Crataegus monogyna* (10%), goat willow *Salix caprea* (10%); holly *Ilex aquifolium* (10%), crab apple *Malus sylvestris* (10%), blackthorn (10%), wild privet (10%), hazel (10%), and buckthorn *Rhamnus cathartica* (10%)
 - Scattered planting at low density <1,000/ha, random planting

- 5.7 All new/replacement planting will be conducted into well-prepared ground and follow good horticultural practice including where appropriate cultivation or scarification.

- 5.8 Planting of trees and shrubs will be protected as required through appropriate fencing. Some individual or scattered transplants will be protected with proprietary rabbit/deer guards, shrub shelters and/or rabbit fencing.

- 5.9 In the first-year fencing and tree/shrub shelters will be inspected quarterly to ensure they are secure in position and re-firm/replace as required.

- 5.10 Planted tree and shrubs (transplants) will be re-firmed in the ground after strong winds, frost heave or other disturbances as appropriate. Trees will be routinely inspected, at least annually, for pests and diseases.
- 5.11 New planting will be monitored to ensure successful establishment. The area at the base of new planting should be retained free from weed growth by occasional strimming between new plantings.

Long-term Management

- 5.12 Management will begin as appropriate in years 5-10 commencing with a coppice rotation to encourage some multi-stem specimens (including hazel) to develop habitat structure.
- 5.13 In years 10-15 tree guards/fencing will be removed and recycled as appropriate.
- 5.14 Thinning of trees both through active operations, natural failure and/or some herbivory/grazing. It is anticipated that by year 20 new woodland and shrub planting blocks will be thinned by up to 30% to remove poor quality specimens and permit development of healthy mature trees.
- 5.15 Ground flora seed / transplants will be introduced to priority woodland in years 10-15 through sowing of locally appropriate woodland seed mix, either sources from local woodland, or through use of as Emorsgate EW1 mix.
- 5.16 All deadwood will be retained within woodlands, as either standing, fallen or hanging features unless presenting health and safety hazard or to manage tree disease.

New Trees

- 5.17 Individual selected trees will be planted within open habitats (new grassland) at Site to establish a wood pasture landscape. These will comprise 'small' sized trees (<30cm diameter at time of planting) including the following open-growth species, subject to ground conditions/location (or similar mix as available):
- Small-leaved lime
 - Field maple
 - Native black poplar
 - Hornbeam
- 5.18 As above all new/replacement planting will be conducted into well-prepared ground and follow good horticultural practice including where appropriate cultivation or scarification.
- 5.19 Planting of trees and shrubs will be protected through appropriate timber fencing / structure. Some individual or scattered planted trees

(transplants) will be protected with proprietary rabbit/deer guards, shrub shelters and/or rabbit fencing.

- 5.20 In the first-year fencing and tree/shrub shelters will be inspected quarterly to ensure they are secure in position and re-firm/replace as required.
- 5.21 Transplants will be re-firmed in the ground after strong winds, frost heave or other disturbances. Trees will be routinely inspected, at least annually, for pests and diseases.
- 5.22 New planting will be monitored to ensure successful establishment. The area at the base of new planting should be retained free from weed growth by occasional strimming around new plantings.
- 5.23 In years 10-15 tree guards/fencing will be removed and recycled as appropriate.

Habitat Unit Delivery

- 5.24 The implementation of new woodland and scrub habitat creation would seek to deliver at least **121.80 units** comprising the following:
 - Habitat units of 'Woodland' units including:
 - Enhancing various existing woodland (14.62ha)
 - New 'other broadleaved woodland' 'moderate' condition (3.73ha)
 - Habitat units of new 'Mixed scrub' in 'good' condition (6.8ha)
 - Habitat Units of new 'rural trees' in moderate condition (64 'parkland' trees)

6.0 PONDS & WETLANDS

Existing Pond

- 6.1 Existing ponds at the Site will not be subject to active ongoing management to favour late-stage pond biodiversity. The feature is therefore treated as 'retained' in respect of the biodiversity metric and does not deliver any Habitat Units.

New ponds

- 6.2 New clean-water ponds will be created in 16 identified locations across the Site, either where historic 'ghost ponds' were present and/or in lowest parts of the site allowing for water to naturally fill and avoid the need for artificial lining.
- 6.3 Importantly, excavated ponds will not be connected to ditches or drains to ensure highest possible water quality.
- 6.4 Ponds will not be located in existing wetland habitats (e.g. flush vegetation) but adjacent, and in clusters to maximise colonisation of local flora and fauna.
- 6.5 Pond dimensions and excavation will vary according to location within the following parameters:
- Up to 1.5m depth
 - Shallow draw-down edges /banks of <1:10
 - A minimum surface area 700m² in each location (with micro-pools down to 25m² within a single pond).
 - Larger ponds will be located where grazing pressure is likely to be lower and/or in more enclosed locations
 - Small shallow ponds will be location where grazing pressure is likely to be higher and open conditions are maintained
 - Excavated material will be spread over surrounding arable land with subsoil providing low-nutrient substrate for terrestrial habitat creation. No planting will be undertaken of pond vegetation.
- 6.6 Ponds will be allowed to naturally transition through successional vegetation stages with no planting or active management proposed, with the exception of grazing, where employed. This will allow for biodiversity associated with early-successional ponds to be created, rather than those of middle- to late-stage succession which are more common locally. Given the anticipated colonisation /germination of historic flora for ghost ponds, and the potential for priority species to colonise (common toad and/or great crested newt) features are treated as priority ponds in moderate condition for the purposes of biodiversity accounting.

Habitat Unit Delivery

- 6.7 The implementation of new ponds and wetlands habitat creation would seek to deliver at least **8.74 Habitat Units** of 'priority ponds' in 'moderate' condition (1.06ha), which will require:
- Good water quality
 - Presence of priority vegetation or presence of priority species (e.g. common toad breeding)
 - Absence of invasive non-native species

7.0 HEDGEROWS

- 7.1 For biodiversity unit relating to hedgerows, refer to the linear 'Hedgerows' module of the Statutory Metric.

Existing Hedgerows

- 7.2 The majority of existing hedgerows within the Site are species-rich and in good condition, and accordingly are not the subject of any targeted biodiversity unit generation.
- 7.3 Away from roads and footways where appropriate management for safety and visibility would continue, hedgerows within the Site would be allowed to 'outgrow'. This would be maintained on a 3-year rotational cutting of the hedge will be undertaken with hedge cut (felled) at 45° to a minimum height of 3m in October-December.

New Hedgerows

- 7.4 New species-rich hedgerows will be planted along the routes of former hedgerows as noted on historic mapping.
- 7.5 The following species will be planted to reflect local hedgerows and include the following subject to availability:
- Frequent: common hawthorn (30%), blackthorn (10%), field maple (10%), hornbeam (10%) & goat/grey willow (10%),
 - Occasional: midland hawthorn (5%), English oak (5%), buckthorn (5%) & hazel (5%)
 - Rarely: native black poplar (2%), privet (3%), wild service tree (2%) spindle (2%) & honeysuckle (1%)
- 7.6 All new planting will be conducted into well-prepared ground and follow good horticultural practice including where appropriate cultivation or scarification.
- 7.7 Planting of trees and shrubs will be protected through appropriate fencing. Some individual or scattered transplants will be protected with proprietary rabbit/deer guards, shrub shelters and/or rabbit fencing.
- 7.8 In the first-year fencing and tree/shrub shelters will be inspected quarterly to ensure they are secure in position and re-firm/replace as required.
- 7.9 Planted trees and shrubs (transplants) will be re-firmed in the ground after strong winds, frost heave or other disturbances. Trees will be routinely inspected, at least annually, for pests and diseases.

- 7.10 New planting will be monitored to ensure successful establishment. The area at the base of new planting should be retained free from weed growth by occasional strimming between new plantings.
- 7.11 Once the hedgerow has established full width, a 3-year rotational cutting of the hedge will be undertaken with hedge cut (flailed) at 45° to a minimum height of 3m in October-December.
- 7.12 In years 10-15 tree guards/fencing will be removed and recycled as appropriate.

Habitat Unit Delivery

- 7.13 New hedgerow planting (10.3km) would seek to deliver at least **75.85 Hedgerow units** of 'native species-rich hedgerow' in 'moderate' condition comprising:
- Species-rich hedgerow >7 woody species per 30m of hedgerow
 - Variation in height (2m-4m+) and width (2-5m+)

8.0 WATERCOURSES

- 8.1 For biodiversity units relating to rivers, streams and ditches, refer to the linear 'Watercourse' module of the completed Statutory Metric.
- 8.2 All riparian improvement works to and within 10m of main rivers (all of the below) will require approval from the Environment Agency. It is anticipated that all works proposed will be readily approved given the aim to increase ecological status of watercourses and, where applicable, minimise flood risk downstream.

Mimmshall Brook

- 8.3 A sub-reach (c.250m) of the Mimmshall Brook is located to the west of the Site in Area A and runs through woodland and assessed to be in 'moderate' condition with no negative 'encroachment' within the Site.
- 8.4 No improvements in respect of encroachment are possible, Accordingly the following direct in-channel or adjacent improvement works are proposed:
- Removal of bank top and bank face invasive species (Japanese knotweed)
 - Use of Large Woody Debris (LWD) to deliver improvement in channel hydraulic features richness (surface flow types)
 - Addition of log piles on bank top (tree feature richness)
 - Reprofilling of scrapes / backwaters within adjacent woodland as part of invasive species removal.
 - Daylighting of watercourse through woodland management
- 8.5 The above works will be subject to relevant consents from the Environment Agency.
- 8.6 The above works would deliver at least 0.51 Watercourse units enhancing of the sub-reach from 'moderate' to 'good' condition.

Bentley Heath Brook

- 8.7 A deep field ditch runs through for c.600m the centre of the Site known as Bentley Heath Brook,
- 8.8 This ditch will benefit from adjacent reversion of arable land to grassland, thereby removing negative 'encroachment' multipliers. In addition, the following in-channel interventions are proposed to increase the ditch's condition:
- Impedance of the ditch and redirecting flows into adjacent land through combination of natural woody features and damming.
 - Reprofilling of banks to encourage wider vegetation transition from grassland to wetland features

8.9 The above works will be subject to relevant consents from the Environment Agency.

8.10 The above works would deliver at least 4.94 Watercourse units enhancing the ditch from 'poor' to 'good' condition and reducing negative encroachment multipliers.

Monken Mead Brook

8.11 Three sub-reaches of the Monken Mead Brook runs through Area F of the Site to the southeast.

8.12 The watercourse flows almost entirely through arable land and therefore above proposals to revert arable to grassland deliver benefits by reducing riparian zone encroachment. No further in-channel improvements are currently proposed.

8.13 A small section of ditch feeds the brook through the Site, and is also named as Monken Mead Brook. Again this ditch will benefit from adjacent reversion of arable land to grassland, thereby removing reducing encroachment In addition, as above for Bentley Heath Brook, the following in channel interventions are proposed:

- Impedance of the ditch and redirecting flows into adjacent land through combination of natural woody features and damming.
- Reprofiling of banks to encourage wider vegetation transition from grassland to wetland features

8.14 The above works will be subject to relevant consents from the Environment Agency.

8.15 The combination of the above works would deliver at least **12.70 Watercourse units** (5.1 for river and 7.6 to ditch) enhancing the river habitats from 'moderate' to 'fairly good' condition, enhancing ditch habitats from 'poor' to good and reducing negative encroachment multipliers (excluding sub-reach C of the River where arable land remains on adjacent off-site habitat). It is important to note that unlike for Habitat and Hedgerow Units, River Condition Assessment methods make explicit use of 'fairly' categories and therefore the above use of 'fairly good' requires no specific justification.

9.0 BIODIVERSITY UNIT GENERATION

9.1 Based on the delivery of proposed works, the Habitat Bank will deliver a the following taking into account the losses of baseline habitats:

- **803.31 Habitat units,**
- **75.85 hedgerow units**
- **12.70 Watercourse units**

9.2 This document is intended to demonstrate how at least the above increase in habitat units would be achieved.

9.3 The above habitat works have been designed to meet the following specific ecological objectives, both quantitative and qualitative:

- Create structurally varied mosaic of habitats to benefit local fauna, including barn owl and nightingale
- Deliver additional ecological functionality through pond creation, to benefit local fauna, including common toad and grass snake
- Create conditions for notable locally recorded flora to re-establish, including bluebell and lesser spearwort

10.0 HABITAT MONITORING

- 10.1 Four key habitat monitoring elements are proposed, to be undertaken by suitably qualified persons;
- Condition Assessments in accordance with Statutory Metric Guidance (all habitats)
 - Grassland monitoring;
 - Woodland monitoring;
 - Fixed Point Photography
- 10.2 Monitoring will be undertaken annually for 1-3 years, thereafter in years 5, 10, 15, 25, 29 and 30. This monitoring ensures (1) early adaption can be undertaken in management, (2) less intensive monitoring mid-way through, (3) a penultimate visit to inform any final adaptations and a (4) final review for future management land/use.
- 10.3 Any other qualitative or supporting information will be collected as required.
- 10.4 A Habitat Monitoring Locations Plan is provided in Appendix C showing the location of monitoring points and fixed point photograph locations.

Habitat Extent & Condition Monitoring

- 10.5 On each visit, all habitats present will be subject to UKhab survey to map the extent and nature of habitats, with standard condition assessment as set out within the completed Statutory Metric to establish the actual condition against target. Relevant quadrat locations are set out below for grasslands and woodland habitats.
- 10.6 All habitats will be assessed against the proposed habitats and conditions as set out within the Biodiversity Metric. Success against these targets will be met where habitat meets the condition criteria as required, in respect of total unit delivery (626.17 Habitat units), broad habitat type and distinctiveness.

Grassland Monitoring

Methods

- 10.7 In addition to condition assessment, a simple, repeatable grassland monitoring regime is proposed which would include a general assessment of grassland at the Site, as well as sampling 10 randomised quadrats across the Site (locations to be determined and fixed), each of which would provide a quantitative assessment of grassland development.
- 10.8 The following quantitative factors will be assessed:

- Herb Diversity (count no. species and % cover)
- Grass Diversity (count no. species and % cover)
- Undesirable 'weed' cover (species and % cover)
- Presence of locally notable species or assemblages

10.9 In addition to the above, a qualitative assessment of the entire grassland mosaic will be made including habitat structure, spatial variation and interface with other surrounding habitats, including scrub islands, ponds and woodland.

10.10 Proposed quadrat locations for grassland surveys and condition assessment are set out below:

- Area A
 - TQ2323599713
 - TQ2318099522
 - TQ2332699454
- Area B
 - TQ2353999703
 - TQ2377399633
 - TQ2392799842
- Area C
 - TQ2419099782
 - TQ2454899716
 - TQ2467099569
- Area D
 - TL2440200065
 - TQ2496499913
 - TQ2503899633
- Area E
 - TQ2527899860
 - TQ2537699909
 - TQ2550999849
- Area F
 - TQ2504698279
 - TQ2553298350
 - TQ2520097889

Thresholds

10.11 A positive outcome for grassland monitoring would be represented by:

- As above, meeting condition target 'moderate' or above, and/or delivery of a higher distinctiveness grassland type (lowland meadow)
- An increase in herb and grass diversity, as well as the reduction or absence of undesirable weed cover, and/or presence of locally notable species or assemblages.

Woodland Monitoring

Methods

- 10.12 As set out above, the use of the standard Condition Assessment methodology (Woodland Wildlife Toolkit)² adopted for use in BNG calculations and the national forest inventory. For existing woodland, this would be repeated at the 3 locations used for baseline condition assessment, with 4 further locations identified for created woodland within the wider site.
- 10.13 It should be noted that woodland monitoring methodology typically requires that contiguous woodland is assessed as a single functional unit. This may be appropriate in later stages of habitat development, as existing and created woodland becomes functionally linked.
- 10.14 Proposed quadrat locations for woodland surveys and condition assessment are set out below:
- Area A
 - TQ2315199669
 - Area B
 - TQ2388099472
 - Area C
 - TQ2432599578
 - Area D
 - TQ2452399968
 - Area E
 - TQ2541699817
 - Area F
 - TQ2520798539
 - TQ2521298349

Outcomes

- 10.15 A positive outcome for woodland would comprise an increase in condition (i.e. from moderate to good) and the sustaining of this condition in future years.
- 10.16 A key indicator for existing woodland would be the absence or continued reduction in extent of Japanese knotweed.

² <https://woodlandwildlifetoolkit.sylva.org.uk/assess>

Fixed-point Photography

Methods

- 10.17 Locations have been selected for fixed point photography to be undertaken in June during monitoring visits, comprising:
- Grassland (18 locations as above for quadrats)
 - New Ponds (single location of each (16) from east bank looking west)
 - Existing Woodland (3 locations as above)
 - New Woodland and Scrub (4 Locations as above)
 - New Hedgerows (single photograph from most eastern point, looking west)
 - Mimms Hall Brook, Bentley Heath Brook and Monken Mead Brook (two locations on each, from each end of watercourse looking back up/downstream)
- 10.18 The exact location, azimuth and height of photographs will be recorded to allow between-year comparison of habitat establishment, structure and diversity (through qualitative assessment of 'textures' and colours).

Outcomes

- 10.19 A positive outcome for each of the selected habitats/features would be a qualitative increase in the structural diversity, texture and colour of the habitats shown in the photographs. A negative outcome would be represented by the dominance of single species (i.e. dominance of single texture/colour) such as invasive plant species in ponds (e.g. greater reed-mace) or establishing weeds in grassland (e.g. common ragwort).

Reporting and Remedial Actions

- 10.20 Monitoring will be used to inform and adapt management to ensure the aims and objectives of the Habitat Bank are being met.
- 10.21 The appointed ecologist will report findings of monitoring to Wrotham Park Estate, who will coordinate any changes to management or remedial actions to be undertaken by management contractors.
- 10.22 All monitoring and resulting changes in management or remedial actions will be recorded and maintained by Wrotham Park Estate for review of Hertsmere Borough Council as appropriate in line with relevant legal agreements identified.

11.0 MANAGEMENT SCHEDULES

11.1 A summary 30-year schedule of work is set out in Table A below.

30- Year Management Schedule

Work Element	Existing Habitat	Minimum Target Habitat / Condition	Initial / Enabling Works (year 0)	Years 1-5	Years 6-10	Years 11-20	Years 21-30
Existing Woodland Works	Priority & Non-priority Woodland	Increased condition	<ul style="list-style-type: none"> • Selective felling operation • Rotational coppicing introduced • Eradication of Japanese knotweed • Under-planting • Large Woody Debris installation 	<ul style="list-style-type: none"> • Rotational coppice continued • Continued removal of Japanese knotweed as required 	<ul style="list-style-type: none"> • Rotational coppice continued 	<ul style="list-style-type: none"> • Rotational coppice continued 	<ul style="list-style-type: none"> • Rotational coppice continued
	Non-priority Woodland	Increased Condition	<ul style="list-style-type: none"> • Selective felling operation • Rotational coppicing introduced • Eradication of Japanese knotweed • Under-planting • Large Woody Debris installation 	<ul style="list-style-type: none"> • Rotational coppice continued • Continued removal of Japanese knotweed as required 	<ul style="list-style-type: none"> • Rotational coppice continued 	<ul style="list-style-type: none"> • Rotational coppice continued 	<ul style="list-style-type: none"> • Rotational coppice continued
New Woodland & Native Scrub	Arable	Priority Woodland	<ul style="list-style-type: none"> • Soil preparation • Planting in dormant season and use of tree protection guards/ fences 	<ul style="list-style-type: none"> • Replacement of failure planting as required 	<ul style="list-style-type: none"> • Rotational coppicing introduced 	<ul style="list-style-type: none"> • Ground flora seed sown • Remove tree protection guards (years 10-15) • Rotational coppicing • Target 30 % thinned by year 20 	<ul style="list-style-type: none"> • Rotational coppicing
	Arable	Non-priority woodland & Native scrub					
Existing Grassland	Other neutral grassland	Increased condition	<ul style="list-style-type: none"> • Over-sowing with target herb species (e.g. yellow rattle) 	<ul style="list-style-type: none"> • Annual cut mid-July • All arisings raked and removed after 1-7 days • Grazing after cut (minimum 6 weeks, max until December OR 2nd cut Sept - Dec • <u>No cut/grazing spring/summer (until July earliest)</u> • Adaptive management options available 			
	Lowland dry acid grassland	Increased Condition	<ul style="list-style-type: none"> • No preparation works 				
	Lowland meadow	Increased Condition	<ul style="list-style-type: none"> • Scrub removal/reduction 				

Work Element	Existing Habitat	Minimum Target Habitat / Condition	Initial / Enabling Works (year 0)	Years 1-5	Years 6-10	Years 11-20	Years 21-30
New Grassland	Arable	Other Neutral grassland (moderate condition)	<ul style="list-style-type: none"> • Soil preparation • Sowing in Autumn or Spring • Cut and lift in first year following sowing in Early-August. All arisings raked off and composted 	<ul style="list-style-type: none"> • Annual cut mid-July • All arisings raked and removed after 1-7 days • Grazing after cut (minimum 6 weeks, max until December OR 2nd cut Sept - Dec • <u>No cut/grazing spring/summer (until July earliest)</u> • Adaptive management options available 			
New ponds	Arable	Priority Pond (moderate condition)	<ul style="list-style-type: none"> • Excavation of ponds over 2 seasons to form draw down zones • Spreading of substrate prior to establishing grassland and tree planting 	Natural Succession- no management proposed / required			
Mimmshall Brook	Other River	Increased condition (Fairly Good)	<ul style="list-style-type: none"> • Non-native plant removal • Installation of woody debris features and log piles • Woodland management as above • Reprofiling of associated scrape features 	Minimum intervention and management proposed subject to wider woodland management. Monitoring and maintenance of woody debris where required			
Bentley Heath Brook	Ditch	Increased condition (Good)	<ul style="list-style-type: none"> • Installation of woody debris features • Reprofiling of banks 	Minimum intervention and management proposed subject to wider grassland management. Monitoring and maintenance of woody debris features where required.			
Monken Mead Brook	Other River & Ditch	Increased condition: River- Fairly Good Ditch- Good	<ul style="list-style-type: none"> • Installation of woody debris features • Reprofiling of banks 	Minimum intervention and management proposed subject to wider grassland management. Monitoring and maintenance of woody debris features where required.			

Work Element	Existing Habitat	Minimum Target Habitat / Condition	Initial / Enabling Works (year 0)	Years 1-5	Years 6-10	Years 11-20	Years 21-30
Habitat Monitoring	-	-	<ul style="list-style-type: none"> Contractor briefings Oversight of works & advice Source of locally provenant seed/cuttings / plants 	Monitoring visit years 1, 2, 3 and 5	Monitoring visit in year 10	Monitoring visit in year 15	Monitoring in year 25, 29 and 30 (final report)

Appendix A

Existing Habitats Plan



- Site boundary
 - Lowland dry acid grassland (g1a)
 - Lowland meadows (g3a)
 - Other neutral grassland (g3c)
 - Woodland (w)
 - Arable and horticulture (c1)
 - Traditional orchard
 - Open mosaic habitats on previously developed land (u1a)
 - Buildings (u1b5)
 - Artificial unvegetated unsealed surface (u1c)
 - Ponds
 - Hedgerows (h2)
 - Rivers
 - Ditch
 - Mature trees
 - Electricity post and cable
 - Electricity pylons and cable
- 0 0.5 1 km

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 <div>Dixies Barns, High Street, Ashwell, Hertfordshire SG7 5NT t 01462 743647 e ashwell@csaenvironmental.co.uk w csaenvironmental.co.uk</div>	Project	Bentley Heath Habitat Bank	Date	May 2025	Drawing No.	CSA/6421/105
	Drawing Title	Habitats Plan	Scale	Refer to scale	Rev	F
	Client	Wrotham Park Estate	Drawn	BW	Checked	JW

Appendix B

Proposed Habitats Plan



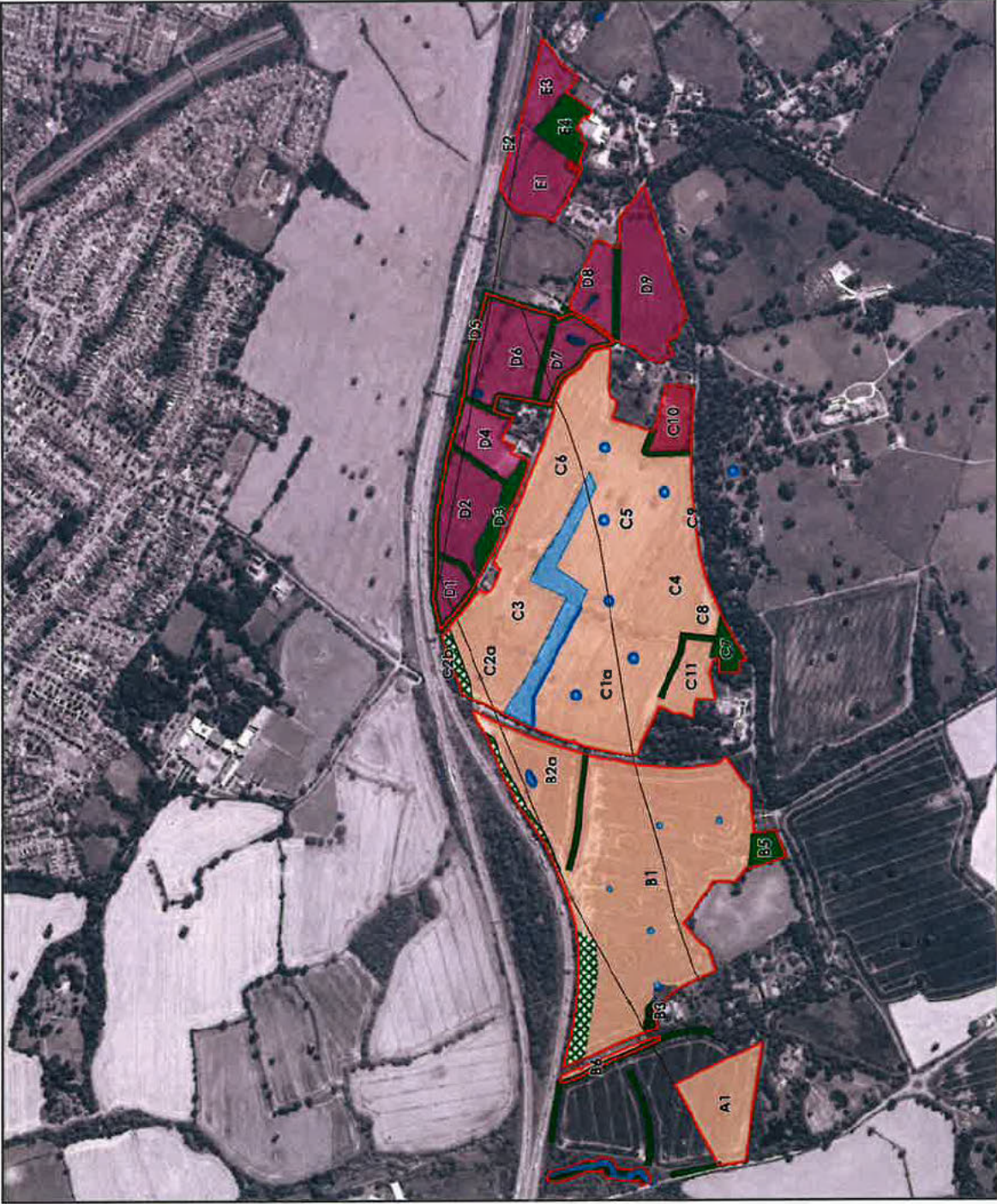
Enhanced/Restored

- Lowland meadows (g3a)
- Lowland dry acid grassland (g1a)
- Lowland mixed deciduous woodland (w1f)
- Traditional orchards



Created

- Other neutral grassland (g3c)
- Wet neutral grassland
- Standing open water (r1)
- Dense scrub (h3)



Individual trees within grassland not shown - refer to metric for quantity proposed

0 0.5 km

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Project	Bentley Heath Habitat Bank	Date	May 2025	Drawing No.	CSA/6421/108
Drawing Title	Proposed Habitats Plan	Scale	Refer to scale	Rev	G
Client	Wrotham Park Estate	Drawn	LF	Checked	JW

Appendix C

Management & Monitoring Drawing



Site boundary

Enhanced/Restored

Lowland meadows (g3a)

Lowland dry acid grassland (g1a)

Lowland mixed deciduous woodland (w1f)

Traditional orchards

Pond

Individual trees

Watercourse

Created

Other neutral grassland (g3c)

Other woodland-broadleaved (w1g)

Wet neutral grassland

Standing open water (r1)

Dense scrub (h3)

Ponds

Fence and hedgerow

Quadrats and Cameras

Habitat Monitoring & Fixed Point Photography
Locations

Individual trees within grassland not shown - refer to
metric for quantity proposed

0 0.5 km

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Appendix D

Biodiversity Metric Calculation (See Separate Spreadsheet)



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