

DATED

MAIDSTONE BOROUGH COUNCIL

-and-

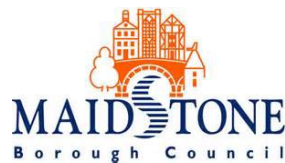
SIR ADRIAN LOUIS BAILLIE & DIXON WILSON TRUSTEES LIMITED

-and-

WATES DEVELOPMENTS LIMITED

**DEED OF AGREEMENT PURSUANT TO
SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990
RELATING TO THE DEVELOPMENT OF
Land at Ashford Road, Hollingbourne, Kent
Planning Application Ref No 23/500899/OUT
Appeal reference: APP/U2235/W/23/3329481**

Mid Kent Legal Services
Maidstone Borough Council
Maidstone House
King Street
Kent ME15 6JQ
Ref.: JXP/M018717.1



THIS DEED OF AGREEMENT is dated the day of

BETWEEN

- 1) **MAIDSTONE BOROUGH COUNCIL** of Maidstone House King Street Maidstone Kent ME15 6JQ (the "**Borough Council**") and
- 2) **SIR ADRIAN LOUIS BAILLIE** of Free Chase, The Street, Warninglid, Haywards Heath RH17 5SZ and **DIXON WILSON TRUSTEES LIMITED** (Co. Regn. No. 05154664) of 22 Chancery Lane, London WC2A 1LS (together the "**Owner**") and
- 3) **WATES DEVELOPMENTS LIMITED** (Co Regn. No. 00441484) of Wates House, Station Approach, Leatherhead, Surrey, KT22 7SW (the "**Developer**")

RECITALS

- A. The Borough Council is the local planning authority and local housing authority for the area within which the Land is situated
- B. The Developer made the Application to the Borough Council which was refused by the Borough Council and is the subject of the Appeal
- C. The Owner is a person interested in the Land by virtue of being the registered proprietor with freehold title absolute of the Land as set out in Schedule 1
- D. The Owner has agreed to enter into this Deed to regulate the Development as set out herein and in support of the Appeal
- E. The Borough Council is a Local Authority for the purposes of Section 111 of the Local Government Act 1972 and is satisfied that the arrangements made in this Deed will facilitate be conducive to and be incidental to the Borough Council's functions
- F. The County Council is the statutory highways authority for the area within which the Land is situated
- G. This Deed is made pursuant to Section 106 of the 1990 Act and to the extent that any obligations contained in this Deed are not planning obligations for the purposes of the 1990 Act they are entered into by the Borough Council pursuant to the powers contained in section 111 of the Local Government Act 1972 sections 12 and 93 of the Local Government Act 2003 section 1 of the Localism Act 2011 and all other powers

so enabling

OPERATIVE PROVISIONS

IT IS AGREED as follows

1. DEFINITIONS

- 1.1 Unless the context otherwise requires where in this Deed the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by the interpretation provisions contained in Paragraphs 1.1 to the relevant Schedule

“1990 Act”	means the Town and Country Planning Act 1990 (as amended)
“All in Tender Price Index”	means the All in Tender Price Index published by the Building Costs Information Service on behalf of the Royal Institution of Chartered Surveyors
"Appeal"	means the appeal against the Borough Council's refusal of the Application which has been made by to the Secretary of State by the Owner and given reference APP/U2235/W/23/3329481
“Application”	means the application for outline planning permission submitted to the Borough Council to carry out the Development at the Land and given the registered reference number 23/500899/OUT
"Biodiversity Monitoring Contribution"	means £1,344.00 (One Thousand Three Hundred and Forty-Four pounds) payable to the Borough Council for the purpose of monitoring the biodiversity obligations set out in Schedule 3
“Borough Council Contributions”	means the financial contributions payable to the Borough Council pursuant to Schedule 2 comprising a) the Biodiversity Monitoring Contribution

“Commencement of Development”	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act which is not a Preparatory Operation and the words “Commence” and “Commence Development” shall be construed accordingly
“County Council”	means The Kent County Council of Sessions House County Hall Maidstone Kent ME14 1XQ who are the education authority the local highway authority the transport authority the social care authority and the libraries authority for the area within which the Land is situated
“County Council Contributions”	means the financial contributions payable to the County Council pursuant to Schedule 2 comprising a) the Travel Plan Monitoring Contribution
“Deed”	means this deed of agreement together with all Schedules and Appendices
“Development”	means the erection of a building for storage and distribution (Class B8 use) with a floorspace up to 10,788sqm (Gross External Area), ancillary offices, associated car parking, HGV parking, landscaping and infrastructure (All matters reserved except for access) on the Land as set out in the Application pursuant to Appeal
“Index Linked”	means adjusted by reference to the relevant index pursuant to the provisions of Clause 18
“Interest Rate”	means 4% per annum above the base lending rate of the Bank of England from time to time applicable at the actual date of payment
“Land”	means the land against which this Deed may be enforced as detailed in Schedule 1 and shown for identification purposes only edged red on the Plan

"Monitoring Fee"	means £1,530.00 (One Thousand Five Hundred and Thirty pounds) towards the Borough Council's costs to administer and monitor the obligations contained in this Deed
"Occupy"	means taking beneficial occupation of a building forming part of the Development for any purpose authorised by the Planning Permission but not including occupation by personnel engaged in construction fitting out finishing or decoration of that building nor occupation in relation to site and building security operations and for the avoidance of doubt the sale of any building comprising the Development shall constitute permitting its occupation and "Occupation" "Occupier" or "Occupied" shall be construed accordingly
"Parties"	means the Owner and the Borough Council as the context so requires and "Party" means any one of them
"Plan"	means the plan annexed as Appendix 1
"Planning Permission"	means planning permission for the Development to be granted pursuant to the Appeal or (subject to Clause 8.3) any variation to that planning permission granted pursuant to section 73 of the 1990 Act
"Practical Completion"	means the proper issue of one or more certificate(s) of practical completion of any works carried out pursuant to this Deed or as the context may allow any part section or phase thereof by an independent architect civil engineer chartered surveyor or other certifying professional (as the case may be) and the term "Practically Complete" shall be construed accordingly
"Preparatory Operation"	means an operation or item of work of or connected with or ancillary to

	<p>a) archaeological investigation</p> <p>b) exploratory boreholes and trial pits</p> <p>c) site clearance (Including demolition of any building or structure and the removal of trees)</p> <p>d) diversion decommissioning and/or laying of services for the supply or carriage of water sewerage gas electricity telecommunications or other media or utilities</p> <p>e) the erection of fences and hoardings around the Land and</p> <p>f) construction of temporary access and service roads</p>
“Retail Price Index”	means the Retail Price Index published by the Office for National Statistics
“Section 106 Monitoring Officer”	means the officer appointed by the Borough Council for the purposes of monitoring planning obligations secured in respect of development proposals or such other officer as may be lawfully designated by the Borough Council for the purposes of discharging such duties and functions
“Statutory Undertakers”	means any public gas transporter water or sewerage undertaker electricity supplier or public telecommunications operator
"Travel Plan"	means the travel plan to be submitted and approved pursuant to the condition attached to the Planning Permission
"Travel Plan Monitoring Contribution"	means £1,422.00 (One Thousand Four Hundred and Twenty Two pounds) payable to the County Council for the purpose of monitoring the Travel Plan
“VAT”	means Value Added Tax as referred to in the Value

	Added Tax Act 1994 (or any tax of a similar nature which may be substituted for or levied in addition to it)
“Working Day”	means a day which is not a Saturday Sunday bank holiday in England (as defined in paragraph 1 of Schedule 1 to the Banking and Financial Dealings Act 1971) or other public holiday

2. INTERPRETATION

- 2.1 A reference to any Clause Plan Paragraph Schedule Appendix or Recital such reference is a reference to a Clause Plan Paragraph Schedule Appendix or Recital in (or in the case of plans attached to) this Deed and any reference to a Paragraph or Sub-Paragraph within a Schedule shall be a reference to a Paragraph or Sub-Paragraph in that Schedule (unless stated otherwise)
- 2.2 The headings in this Deed are for convenience only and shall not be deemed to be part of or taken into consideration in the interpretation of this Deed
- 2.3 Words importing the singular include the plural and vice versa
- 2.4 Words importing the masculine gender include the feminine and neuter genders and vice versa
- 2.5 Words denoting actual persons include companies corporations and firms and all such words shall be construed as interchangeable in that manner
- 2.6 Reference to any Party to this Deed shall include the successors in title to that Party and to any person deriving title through or under that Party and in the case of the Borough Council shall include any successor to its statutory functions
- 2.7 Wherever there is more than one person named as a Party and where more than one Party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individual severally
- 2.8 Words denoting an obligation on a Party to do any act matter or thing include an obligation to cause permit or procure that it be done and words placing a Party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction

- 2.9 References in this Deed to statutes bye-laws regulations orders and delegated legislation shall include any statute bye-law regulation order delegated legislation plans regulations permissions and directions amending re-enacting consolidating replacing or made pursuant to the same as current and in force from time to time
- 2.10 In the event of any conflict between the terms conditions and provisions of this Deed and any document attached hereto or referred to herein the terms conditions and provisions of this Deed shall prevail
- 2.11 Any words following the terms including include in particular for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words description definition phrase or term preceding those terms
- 2.12 The Borough Council shall in respect of any financial contribution collected pursuant to the terms of this Deed be entitled to treat any accrued interest or any interest payable under Clause 19 of the Deed as if it were part of the principal sum paid
- 2.13 Where the Borough Council is the receiving party of any financial contribution payable under the terms of this Deed on behalf of a third party (including the County Council) and the Borough Council has transferred or paid in whole or in part the financial contribution to the third party pursuant to the terms of this Deed then there shall be no requirement or obligation on the part of the Borough Council to reclaim recover or repay such sums as have already been transferred or paid by the Borough Council to the third party

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to section 106 of the 1990 Act section 111 of the Local Government Act 1972 section 33 of the Local Government (Miscellaneous Provisions) Act 1982 sections 12 and 93 of the Local Government Act 2003 section 1 of the Localism Act 2011 and any other enabling powers
- 3.2 The covenants obligations restrictions and requirements imposed upon the Parties by this Deed
- 3.2.1 are entered into pursuant to the provisions of section 106 of the 1990 Act
- 3.2.2 are planning obligations for the purposes of section 106 of the 1990 Act
- 3.2.3 relate to the Land

- 3.2.4 are entered into with the intent to bind the Owners in the Land as set out in Schedule 1 and each and every part thereof into whosoever hands the same may come
- 3.2.5 are enforceable by the Borough Council as local planning authority
- 3.2.6 are executed by the respective Parties as a deed
- 3.3 To the extent that any obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act they are (without prejudice to the effect of Clause 3.4) entered into by the Borough Council pursuant to the powers contained in section 111 of Local Government Act 1972 section 33 of the Local Government (Miscellaneous Provisions) Act 1982 sections 12 and 93 of the Local Government Act 2003 section 1 of the Localism Act 2011 and all other powers so enabling
- 3.4 Any planning obligations in this Deed shall not take effect and shall not be enforceable by the Borough Council if the Secretary of State or the Inspector determining the Appeal expressly states in their decision letter that in their opinion the requirement for one or more of the planning obligations in this Deed is not compliant with the Community Infrastructure Regulations 2010 or is immaterial to the grant of the Planning Permission and that no weight has been given to the same in reaching their decision then that specific planning obligation or those planning obligations so identified will cease to have effect and shall be void for the purposes of the deed and neither the Owner nor the Borough Council shall be obligated to comply with the terms of the relevant planning obligation(s) provided always that
 - 3.4.1 the remaining clauses and planning obligations within this Deed will remain in full force and effect AND for the avoidance of any doubt no modification of this deed under Section 106A of the 1990 Act shall be necessary for this Clause 3.4 to take effect
 - 3.4.2 any specific obligation considered deleted by the operation of this Clause will be considered re-instated in the event the decision of the Secretary of State or his appointed Planning Inspector in relation to the obligation is successfully challenged

4. CONDITIONALITY

- 4.1 With the exception of this Clause 4 and Clauses 1 2 3 5.2 5.3 and 7 to 24 inclusive

(which take effect immediately on the date of this Deed) this Deed is conditional on the Appeal being allowed

5. COVENANTS AND OBLIGATIONS OF THE OWNER

5.1 The Owner covenants with the Borough Council to perform and observe the covenants obligations restrictions and requirements contained in this Deed

5.2 The Owner shall permit the Borough Council and its authorised employees and agents upon reasonable notice to enter the Land at all reasonable times for the purposes of verifying whether or not any planning obligations arising under this Deed have been performed or observed **SUBJECT TO** compliance by the Borough Council and its authorised employees and agents at all times with the Owner's site regulations and requirements and health and safety law and good practice

5.3 Before completion of this Deed the Developer covenants to pay to the Borough Council:

5.3.1 the Borough Council's reasonable legal costs in connection with the negotiation preparation execution completion and registration (as a local land charge) of this Deed

5.3.2 the Monitoring Fee provided that in the event that the Appeal is dismissed the Borough Council will repay such of the Monitoring Fee as the Borough Council is holding to the person who paid the contribution less any administrative expenses (if any)

6. COVENANTS AND OBLIGATIONS OF THE BOROUGH COUNCIL

6.1 The Borough Council covenants with the Owner that subject to the Owner carrying out and observing the Owner's covenants obligations restrictions and requirements herein it will perform the Borough Council's covenants as set out in this Deed

7. RELEASE AND EXCLUSIONS

7.1 Save for Clause 5.2 the obligations contained in this Deed shall not be binding upon nor enforceable against

7.1.1 any Statutory Undertaker with any existing interest in any part of the Land or acquires an interest in any part of the Land for the purpose of the supply of electricity gas water or sewerage drainage or public telecommunication

services

7.1.2 No person shall be liable for breach of any of the planning obligations or other provisions of this Deed after they shall have irrevocably parted with their entire interest in the Land or that part of the Land in relation to which such breach occurs but without prejudice to the rights of the Borough Council in relation to any subsisting or any antecedent breach non-performance or non-observance arising prior to parting with such interest

7.1.3 individual owners occupiers or tenants and their mortgagees and their successors in title

8. DETERMINATION OF THE PLANNING PERMISSION AND SECTION 73 APPLICATIONS

8.1 Save for Clause 5.3 this Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is not issued or shall be revoked or modified pursuant to section 97 of the 1990 Act or quashed or otherwise withdrawn (without the consent of the Owner) or expires prior to implementation of the Planning Permission

8.2 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission or modification variation or amendment thereof) granted after the date of this Deed

8.3 If the Borough Council (or the Secretary of State or his Inspector on appeal under section 78 of the 1990 Act) grants a planning permission pursuant to an application under section 73 of the 1990 Act in respect of any condition of the Planning Permission (or a subsequent permission to which this clause relates) the covenants or provisions of this Deed shall be deemed to bind the varied permission and apply in equal terms to the new planning permission **UNLESS** the Borough Council in determining the application for the new planning permission (or the Secretary of State or his Inspector in determining the section 78 appeal in relation to that application) requires consequential amendments to this Deed to reflect the impact of the section 73 application in which circumstances a separate deed under section 106 or section 106A of the 1990 Act (as the case may be) will be required to secure relevant planning obligations or other planning benefits relating to the new planning permission **BUT** nothing in this deed shall in any way fetter the Borough Council's discretion in relation to the section 73 application or the determination thereof

9. DISPUTES AND EXPERT DETERMINATION

- 9.1 In the event of any dispute or difference between the Parties touching or concerning any matter arising out of this Deed (SAVE FOR the amount of any contribution payable pursuant to this Deed or the due date of payment) such dispute or difference shall be referred to an expert (“**the Expert**”) to be appointed on the application of the Parties by the President (or equivalent person) for the time being of the professional body in England chiefly relevant to such dispute or difference
- 9.2 In the absence of agreement as to whom to appoint as the Expert or as to the appropriate professional body referred to in Clause 9.1 within ten (10) Working Days after a written request by one Party to the others to agree to the appointment of an Expert then the question of the appropriate Expert or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of a Party and such a solicitor shall act as an expert and his decision as to the Expert or as to the appropriate professional body shall be final and binding on the Parties to the dispute or difference and his costs shall be payable by the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne in equal shares
- 9.3 The Expert shall act as an expert and save in case of manifest error his decision shall be final and binding on the Parties to the dispute or difference and his costs shall be payable by the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the Parties to the dispute or difference in equal shares
- 9.4 The Expert shall be required to give notice to each of the Parties to the dispute requiring them to submit to him within ten (10) Working Days of notification of his appointment written submissions and supporting material and the other Party will be entitled to make a counter written submission within a further ten (10) Working Days in respect of any such submission and supporting material
- 9.5 Any Expert howsoever appointed shall be subject to the express requirement that a decision shall be in writing (and give reasons for his decision) and shall be reached and communicated to the relevant Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days after the conclusion of any hearing that takes place or twenty-eight (28) Working Days after he has received the last submission or written

representation

- 9.6 Nothing in this Clause 9 shall be taken to fetter or limit the ability of the Borough Council to carry out its functions and duties nor to limit the ability of any of the Parties to refer a dispute to the Courts of England

10. NOTICES

- 10.1 Without prejudice to any other notice required to be given pursuant to the terms of this Deed the Owner covenants that

10.1.1 it shall provide the Borough Council with no less than 10 Working Days prior notice of the intended date of Commencement of Development and the Owner shall not Commence Development unless and until this notice has been provided to the Borough Council and

10.1.2 it shall provide the Borough Council with no less than 10 Working Days prior notice of the intended date of Occupation of the Development and the Owner shall not Occupy the Development unless and until this notice has been provided to the Borough Council

10.1.3 it shall provide the Borough Council with the final Certificate of Practical Completion of the Development

- 10.2 Any notice approval consent certificate direction authority agreement action expression of satisfaction or other communication to be given under this Deed must be in writing and shall be delivered by hand or sent by pre-paid first class post or other next Working Day delivery service marked for the attention of the person and copied to the person(s) (as the case may be) identified below **SAVE THAT** any of the Parties may by written notice notify the other Parties of an alternative address (which address must be based in England and Wales) for the service of subsequent notices or other written communications in which case those details shall be substituted for the details provided below

The Borough Council Maidstone Borough Council

Address

The Head of Development Management

Maidstone Borough Council
Maidstone House
King Street

Maidstone
Kent ME15 6JQ

Reference 23/500899/OUT – Land at Ashford Road,
Hollingbourne, Kent

With a copy to **The Section 106 Monitoring Officer**

The Owner Details as provided above

Address Details as provided above

10.3 Any notice approval consent certificate direction authority agreement action expression of satisfaction or other communication given pursuant to this Deed shall conclusively be deemed to have been received

10.3.1 if delivered by hand on signature of a delivery receipt provided that if delivery occurs before 09h00 on a Working Day the notice will be deemed to have been received at 09h00 on that day and if delivery occurs after 17h00 on a Working Day or on a day which is not a Working Day the notice will be deemed to have been received at 09h00 on the next Working Day or

10.3.2 if sent by pre-paid first class post or other next Working Day delivery service within the United Kingdom at 09h00 on the day 2 Working Days after the date of posting

10.4 Any notice or request by the Owner for approval consent certificate direction authority agreement action expression of satisfaction or other communication required pursuant to this Deed shall cite the Clause or Paragraph of the relevant Schedule to this Deed to which such communication relates

10.5 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

11. LOCAL LAND CHARGE

11.1 This Deed is a local land charge and shall be registered by the Borough Council as such

11.2 Where in the opinion of the Owner any of the provisions of this Deed have been satisfied the Owner shall be entitled to apply to the Borough Council for confirmation

to that effect and (subject to the payment of the Borough Council's reasonable costs and charges in connection therewith) upon the Borough Council being satisfied that the relevant obligation or covenant (as the case may be) has been satisfied the Borough Council shall as soon as is reasonably practicable issue a confirmation to such effect to the Owner

- 11.3 The Borough Council shall upon the request of the Owner (and subject to the payment of the Borough Council's reasonable costs and charges in connection therewith) at any time after all the obligations of the Owner under this Deed have been performed or otherwise discharged and the Borough Council being satisfied that this Deed no longer serves a useful purpose as soon as is reasonably practicable cancel all entries made in the local land charges register in respect of this Deed

12. SUCCESSORS IN TITLE

- 12.1 The Owner enters into the obligations set out in this Deed for itself and its successors in title for the benefit of the Borough Council to the intent that the obligations in this Deed shall be enforceable not only against the Owner but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Land or any part thereof

13. POWERS OF THE BOROUGH COUNCIL

- 13.1 Nothing contained or implied in this Deed shall fetter prejudice restrict or affect the rights discretions powers duties responsibilities and obligations of the Borough Council under all and any legislative instrument including statutes by-laws statutory instruments orders and regulations for the time being in force in the exercise of its function as a local authority

14. SEVERABILITY

- 14.1 If any provision (or part thereof) of this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions (or such part of the provisions as is still enforceable) shall not in any way be deemed thereby to be affected impaired or called into question

15. RIGHTS OF THIRD PARTIES

- 15.1 The Parties intend that no terms of this Deed may be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this

Deed save for the successors in title to the Parties and in the case of the Borough Council the successor to its statutory functions

16. CHANGE OF OWNERSHIP AND NEW INTEREST

16.1 The Owner warrants that

16.1.1 they have full authority to enter into this Deed

16.1.2 no person other than the persons identified in Schedule 1 has any legal interest in the Land

16.1.3 they know of no impediment to the validity of this Deed

16.1.4 there is no subsisting breach of the terms of any mortgage or legal charges secured on the Land and that (if applicable) all payments due to any mortgagee or charge are paid as at the date of this Deed

16.1.5 they shall make good any loss to the Borough Council as a result of a breach of this warranty within ten (10) Working Days of a request to do so

16.2 The Owner shall give the Borough Council immediate written notice of any conveyance transfer lease assignment mortgage or other disposition entered into in respect of all or any part of the Land or change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged such notice to give

16.2.1 the name and address of the person to whom the disposition was made (and in the case of a company the full name and registered office address) and

16.2.2 the nature and extent of the interest disposed of by reference to a plan

16.3 Subject to Clause 7.1.3 the Parties agree that a mortgagee of the Land shall have no liability under this Deed **UNLESS** it takes possession of the Land or any part of the Land in which case the mortgagee shall be bound by the provisions of this Deed as a person deriving title from the Owner and the security of its charge over the Land shall take effect subject to this Deed

17. WAIVER

17.1 No waiver (whether expressed or implied) by the Borough Council of any breach or

default or delay 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 Borough Council from enforcing any of the relevant terms or conditions or acting upon any subsequent breach or default and no single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy

18. INDEXATION

- 18.1 All the financial contributions payable pursuant to this Deed shall be Index Linked
- 18.2 The Borough Council Contributions payable pursuant to this Deed shall be increased in the same proportion as the percentage increase in the All in Tender Price Index between the quarterly index figure immediately preceding the date of this Deed and the quarterly index figure for the quarter immediately preceding the date of actual payment
- 18.3 The County Council Contributions payable pursuant to this Deed shall be increased in the same proportion as the percentage increase in the Retail Price Index between the monthly index figure immediately preceding the date of this Deed and the monthly index figure for the month of the date of actual payment
- 18.4 Where reference is made to any index in this Deed and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) issued or caused to be issued from time to time by the Building Costs Information Service Royal Institution of Chartered Surveyors or other appropriate body and as may commonly be used in place of that index and as approved by the Borough Council (in consultation with the County Council where County Council Contributions are affected) or in the event the index is not replaced to an alternative reasonably comparable basis or index as the Borough Council (in consultation with the County Council where County Council Contributions are affected) shall approve

19. INTEREST

- 19.1 If any sum or amount due or outstanding under this Deed has not been paid to the Borough Council by the date it is due the Owner shall pay the Borough Council interest

on that amount (or any outstanding balance) at the Interest Rate with such interest accruing on a daily basis for the period from the date payment is due to and including the date of payment

20. VAT

20.1 Each amount stated to be payable by one Party to the other under or pursuant to this Deed is exclusive of VAT

20.2 If any VAT is at any time chargeable on any supply made by any Party under or pursuant to this Deed the Party making the payment shall pay the other an amount equal to that VAT as additional consideration subject to receipt of a valid VAT invoice

21. AGREEMENTS AND DECLARATIONS

21.1 The Parties agree that

21.1.1 nothing in this Deed constitutes a planning permission or an obligation to grant planning permission and

21.1.2 nothing in this Deed grants planning permission or any other approval consent or permission required from the Borough Council in the exercise of any other statutory function

21.1.3 any agreement approval consent confirmation comment or declaration or expressions of satisfaction required from any of the Parties under the terms of this Deed shall not be unreasonably withheld or delayed and shall be given in writing (including by email)

22. JURISDICTION

22.1 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

22.2 It is hereby agreed that the Parties irrevocably submit to the exclusive jurisdiction of the courts of England

23. DELIVERY

23.1 This Deed is delivered on the date written at the start and the provisions of this Deed

(other than this Clause and Clause 5.3 which shall be of immediate effect) shall be of no effect until this Deed has been dated

IN WITNESS whereof the Parties hereto have executed this Deed on the day and year first before written

The COMMON SEAL of)
MAIDSTONE BOROUGH)
COUNCIL was affixed to this Deed)
in the presence of

Authorised Signatory

Signed as a DEED by **SIR ADRIAN**)
LOUIS BAILLIE in the presence of)

Signature

Signature of witness

Name (IN BLOCK CAPITALS)

Address

Executed as a deed by **DIXON**)
WILSON TRUSTEES LIMITED)
acting by two directors)

Director
Name (in BLOCK CAPITALS) of authorised
signatory:

Director
Name (in BLOCK CAPITALS) of authorised
signatory:

Executed as a deed by **WATES**)
DEVELOPMENTS LIMITED acting)
by two directors or a director and its)
secretary)

Director
Name (in BLOCK CAPITALS) of authorised
signatory:

Director/Company Secretary
(Delete as necessary)
Name (in BLOCK CAPITALS) of authorised
signatory:

SCHEDULE 1: THE LAND

The land against which this Deed is enforceable comprises all that land and premises situate at Land North of the A20 Ashford Road, Hollingbourne, Kent as shown on the Plan of which

1. The Owner is the registered proprietor with freehold title absolute of all the freehold land and premises as the same is shown for the purposes of identification only edged coloured red on the Plan and is registered at the Land Registry under title number TT115971

SCHEDULE 2: FINANCIAL CONTRIBUTIONS

1. Biodiversity Monitoring Contribution

- 1.1. The Owner covenants that it shall pay the Biodiversity Monitoring Contribution to the Borough Council prior to Occupation of the Development
- 1.2. The Owner covenants that it shall not Occupy the Development unless and until the Biodiversity Monitoring Contribution has been paid to the Borough Council

2. Travel Plan Monitoring Contribution

- 2.1. The Owner covenants that it shall pay the Travel Plan Monitoring Contribution to the Borough Council prior to Occupation of the Development
- 2.2. The Owner covenants that it shall not Occupy the Development unless and until the Travel Plan Monitoring Contribution has been paid to the Borough Council
- 2.3. The Borough Council shall not transfer the Travel Plan Monitoring Contribution (or any part thereof) (together with any interest accrued thereon) to the County Council unless the Borough Council is satisfied that the County Council will spend the contribution for the purpose of monitoring compliance with the Travel Plan
- 2.4. If the Borough Council are of the view that the Travel Plan Monitoring Contribution will not be spent in accordance with Paragraph 2.3 the Borough Council shall repay such of the Travel Plan Monitoring Contribution as the Borough Council is holding to the person who paid the contribution with accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administrative expenses

SCHEDULE 3: PLANNING OBLIGATIONS

1. DEFINITIONS

1.1 The following definitions shall apply to this Schedule:

<p>"Biodiversity Baseline"</p>	<p>means the number of Biodiversity Units calculated for the pre-development habitats on the Site as evidenced by the Ecological Report</p>
<p>"Biodiversity Metric"</p>	<p>means the version of the Department for Environment Food and Rural Affairs' (DEFRA's) biodiversity metric in force on the date of the Ecological Report</p>
<p>"Biodiversity Net Gain Requirement"</p>	<p>means the number of Biodiversity Units required to offset any biodiversity loss associated with the Development (in which case the type of Biodiversity Units required shall be the same as the habitats lost unless otherwise agreed with the Borough Council) and to secure an increase of at least 10% in biodiversity associated with the Development when compared to the Biodiversity Baseline</p>
<p>"Biodiversity Net Gain Plan"</p>	<p>means a plan showing how the Biodiversity Net Gain Requirement will be realised which shall:</p> <ol style="list-style-type: none"> 1. detail works to be carried out (and or uses of land to be restricted) on the Water Lane Site and/or any alternative sites(s) that may be agreed between the Owner and the Borough Council to create an increase in Biodiversity Units in order to achieve the Biodiversity Net Gain Requirement including any ongoing management and monitoring which plan shall include the following: <ol style="list-style-type: none"> (a) A minimum 30 year management and monitoring plan for the Biodiversity Net Gain Requirement from the date of completion of the initial works to create or enhance the habitat on the identified

	<p>site(s)</p> <p>(b) Details confirming the submission of monitoring reports in years 2, 5, 10, 15, 20, 25 and 30 from the date of completion of the initial works to create or enhance the habitat on the identified site(s) demonstrating how the Biodiversity Net Gain Requirement is being delivered and progressing towards achieving its objectives and details of the need for any rectifying measures AND such other matters as the Borough Council may require OR</p> <p>2. comprise of the purchase of statutory biodiversity credits from Natural England (or such other body set up by statute to deliver biodiversity credits) on land outside of the control of the Owner OR</p> <p>3. comprise a combination of 1. and 2. above.</p>
"Biodiversity Unit"	means a unit of biodiversity value as calculated by the Biodiversity Metric
"Ecological Report"	means the "BNG Assessment" (Revision 2) prepared by SLR Consulting Limited and dated 19 October 2023 annexed to this Deed as Appendix 2
"Water Lane Site"	means the land detailed within the Ecological Report and edged red on the plan at Appendix C to the Ecological Report

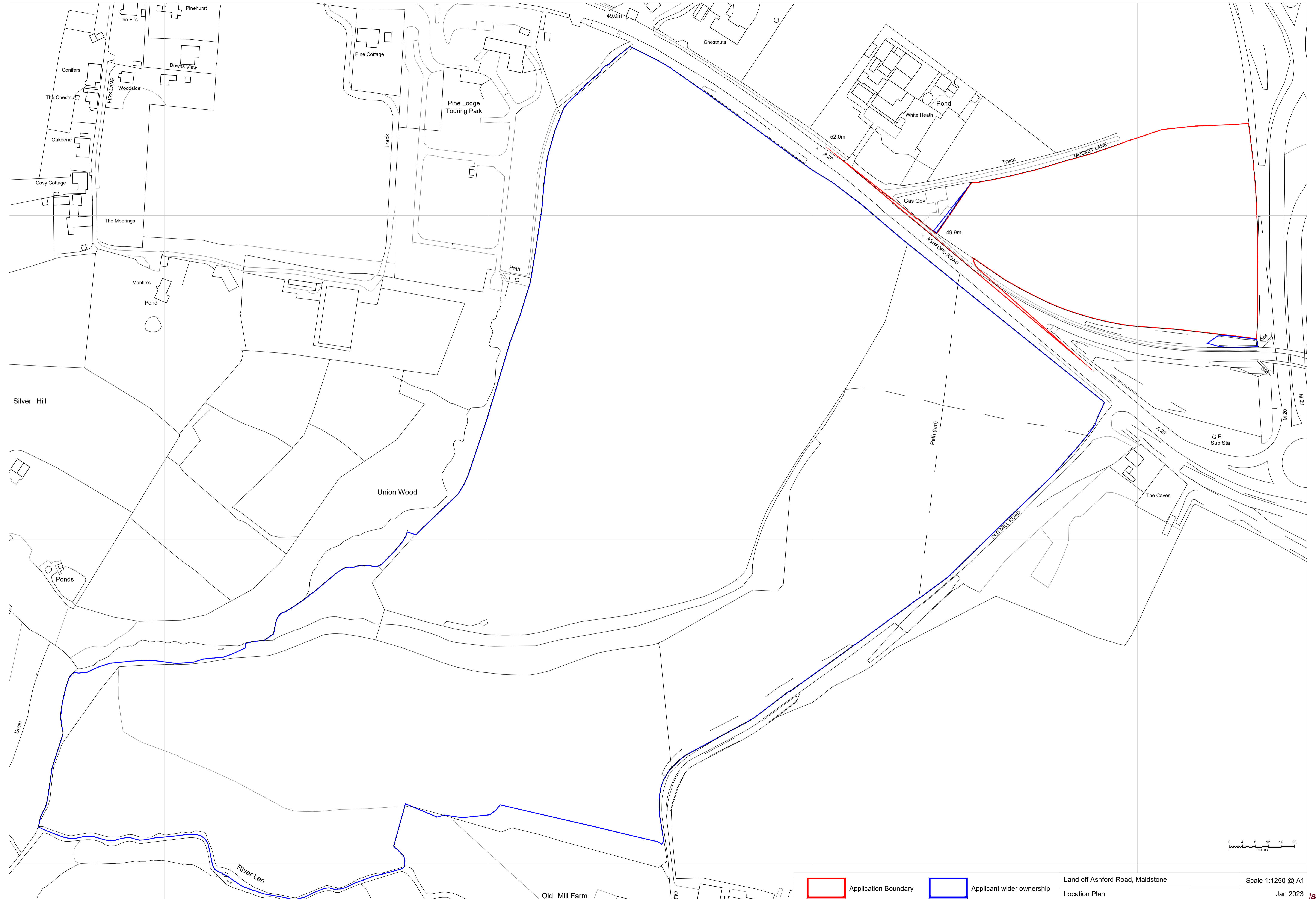
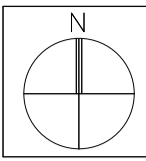
2. BIODIVERSITY NET GAIN

- 2.1. The Owner covenants that it shall submit a Biodiversity Net Gain Plan that will achieve the Biodiversity Net Gain Requirement for the Development to the Borough Council prior to Commencement of Development and the Owner further covenants that it shall not Commence the Development unless and until a Biodiversity Net Gain Plan has been submitted to and approved by the Borough Council
- 2.2. The Owner covenants that the measures stated in the approved Biodiversity Net Gain

Plan (or any variations as may be agreed by the Borough Council from time to time) shall be implemented and thereafter complied with for a minimum period of 30 years from the date of completion of the initial works to create or enhance the habitat on the identified site(s)

- 2.3. IN THE EVENT THAT the Biodiversity Net Gain Plan consists entirely of the purchase of Biodiversity Units created on land outside of the control of the Owner and/or statutory biodiversity credits from Natural England (or such other body set up by statute to deliver biodiversity credits) on land outside of the control of the Owner then the obligations contained in Paragraph 2.2 of this Schedule and Paragraph 1. of Schedule 2 shall be discharged once evidence (to the Borough Council's satisfaction) of the purchase(s) to achieve the Biodiversity Net Gain Requirement and how it will be secured for 30 years has been provided to and approved by the Borough Council

APPENDIX 1: SITE PLAN



Application Boundary
 Applicant wider ownership

Land off Ashford Road, Maidstone
 Location Plan

Scale 1:1250 @ A1
 Jan 2023



APPENDIX 2: ECOLOGICAL REPORT



BNG Assessment

Land North of Ashford Road (A20)

Wates Developments Ltd

Wates House, Station Approach, Leatherhead, KT22 7SW

Prepared by:

SLR Consulting Limited

Suite 5, Brindley Court, Gresley Road, Shire Business
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SLR Project No.: 404.000010.00001

19 October 2023

Revision: 2

Revision Record

Revision	Date	Prepared By	Checked By	Authorised by
1	13 October 2023	Giselle Hynes	Michelle Robertson	Corin Simmonds
2	19 October 2023	Giselle Hynes	Michelle Robertson	Michelle Robertson

Basis of Report

This document has been prepared by SLR Consulting Ltd (SLR) with reasonable skill, care and diligence, and taking account of the timescales and resources devoted to it by agreement with Wates Developments Ltd (the Client) as part or all of the services it has been appointed by the Client to carry out. It is subject to the terms and conditions of that appointment.

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Appendix D	Soil Sampling Factual Report
Appendix E	Fungi DNA Metabarcoding Factual Report



Acronyms and Abbreviations

BNG	Biodiversity Net Gain
BREEAM	Building Research Establishment Environmental Assessment Method
BU	Biodiversity Units
CIEEM	Chartered Institute of Ecology and Environmental Managers
HGV	Heavy Goods Vehicle
JNCC	Joint Nature Conservation Committee
LWS	Local Wildlife Site
NPPF	National Planning Policy Framework
NVC	National Vegetation Classification
OEP	Office for Environmental Protection
UKHab	UK Habitat Classification



1.0 Introduction

SLR Consulting Ltd (SLR) was commissioned by Wates Developments Limited to undertake an evaluation of biodiversity performance and to undertake a Biodiversity Net Gain (BNG) assessment for a proposed warehouse development on land north of the A20 (Ashford Road) Hollingbourne (Planning Application 23/500899/OUT) located in the administrative boundary of Kent County Council.

The purpose of this BNG Plan is to inform Maidstone Borough Council of the biodiversity gain outcome.

1.1 Site Location & Description

The application site extends to approximately 2.88 hectares (ha) and is centred National Grid coordinates (TQ 82239 54733). The Site and survey boundaries can be seen on **Appendix A**.

The Site comprises a roughly triangular arable field, bordered by partial lengths hedgerows and scrub. Due to the development of the adjacent Woodcut Farm the Site is now an isolated parcel of agricultural land with two major road corridors, the M20 to the north-east and the A20 to the south/south-west, in close proximity.

Typically, the surrounding land is dominated by farmland with some built up areas including dwellings, farms and a camp site.

The nearest sites of ecological interest include River Len Millpond and Carr Local Wildlife Site (LWS), located 340 m south-east and Snarkhurst Wood and Howe Court Wood LWS located 506 m north.

1.2 Proposed Development Summary

The proposed development comprises a up to up to 10,788sqm / 116,121sqft industrial warehouse with a mezzanine area, associated parking (maximum of 24 HGV parking spaces and 104 car parking spaces) and a secure yard with gatehouse. It is understood that the proposed development will be designed to achieve a target of "Excellent" within the Building Research Establishment Environmental Assessment Method criteria (BREEAM).

The Site would be accessed via the A20, via the south-western corner where there is an existing gateway.

Approximately 70% of the Site (c. 2.3 ha) would be occupied by buildings and hardstanding (urban habitats) with the remainder being landscaped (c.0.5 ha). The latter would include a "green buffer" area created adjacent to the warehouse on the eastern aspect and comprising a 10m wide area of grassland with newly planted trees. It is also proposed climbing vines are installed on the eastern outer wall of the warehouse to provide screening. Additional planting includes areas of scrub, located throughout the carparking areas. It is understood that all the existing scrub and boundary hedgerow are to be retained.

The proposed development layout is presented in **Appendix B**.

With regards to biodiversity enhancements the following habitats are proposed as part of the landscape plans:

- Creation of a ground based green wall;
- Planting of 25 urban trees;



- Planting of mixed scrub within 'green buffer' and areas of scrub scattered across the parking area;
- Planting of 0.03 km of native hedgerow;
- Planting of modified grassland; and,
- Ornamental planting.

1.3 Purpose of this Report

This report is intended to provide the planning authority with sufficient information on the biodiversity performance of the proposed development to inform consideration of the planning application and specifically alignment of the application with the relevant planning policy.

1.4 Relevant Policy and Legislation

1.4.1 Environment Act 2021

The Environment Act (the Act) gained Royal Assent on 9 November 2021 and is now enshrined within UK law. The Act provides a mechanism for implementing Government's ambitions for 'improving the natural environment', which were previously set out in publications including the 25 Year Environment Plan. The Act provides recognition of the 25 Year Environment Plan as the first "environmental improvement plan" which will, once the relevant regulations come into force, be used as the basis for understanding the steps Government intends to take to improve the natural environment.

The Act implements the ambitions for an improved natural environment, by setting out statutory or legal requirements which mandate action, under the oversight of the newly formed Office for Environmental Protection (OEP). The focus of the Act is the "*...provision [of] targets, plans and policies for improving the natural environment...*" and its requirements are structured around a number of broad themes.

Of relevance to this report Part 6 of the Act sets out provisions for 'Biodiversity gain as condition of planning permission'. Once enacted, amendments to the Town and Country Planning Act 1990 will in future (expected to be by January 2024) require planning applications to be supported with additional information on the change in the biodiversity value attributed to a project, with biodiversity metric calculations, and with biodiversity gain plans. Planning authorities will be required to consider these submissions in the exercise of their planning functions, to ensure that they are secured, approved and, where relevant, registered.

While the Environment Act is now part of UK law, its required actions do not commence either directly or immediately, for all parties. There remain a range of preparatory actions that need to be undertaken before further implementation of the wider legal framework (secondary legislation or regulations) will take place.

1.4.2 National Planning Policy Framework

A summary of national planning policy relevant to (onshore) biodiversity in England and Wales is provided below. Note that the summary provided here is intended for general guidance only and the original policy documents should be consulted for definitive information.

For local planning policy relevant to biodiversity the relevant local plans should be consulted.



1.4.2.1 National - The National Planning Policy Framework (NPPF), 2023

The National Planning Policy Framework (NPPF)¹ sets out guidance for local planning authorities and decision makers on how to apply planning policies when drawing up plans and making decisions about planning applications. Along with Government Circular 06/05², the broad policy objectives in relation to the protection of biodiversity and geological conservation in England through the planning system are set out. Specific policies relating to habitats and biodiversity are set out in paragraphs 174 and 179-182 of the NPPF.

Paragraph 174 states that:

“Planning policies and decisions should contribute to and enhance the natural and local environment by:

- a) protecting and enhancing valued landscapes, sites of biodiversity or geological value and soils (in a manner commensurate with their statutory status or identified quality in the development plan); ...*
- b) recognising the intrinsic character and beauty of the countryside, and the wider benefits from natural capital and ecosystem services – including the economic and other benefits of the best and most versatile agricultural land, and of trees and woodland;*
- c) maintaining the character of the undeveloped coast, while improving public access to it where appropriate.*
- d) minimising impacts on and providing net gains for biodiversity, including by establishing coherent ecological networks that are more resilient to current and future pressures; ...”*

Paragraph 180 of the NPPF states that:

“When determining planning applications, local planning authorities should apply the following principles:

- a) if significant harm to biodiversity resulting from a development cannot be avoided (through locating on an alternative site with less harmful impacts), adequately mitigated, or, as a last resort, compensated for, then planning permission should be refused; ...*
- b) development on land within or outside a Site of Special Scientific Interest, and which is likely to have an adverse effect on it (either individually or in combination with other developments), should not normally be permitted. The only exception is where the benefits of the development in the location proposed clearly outweigh both its likely impact on the features of the site that make it of special scientific interest, and any broader impacts on the national network of Sites of Special Scientific Interest;*
- c) development resulting in the loss or deterioration of irreplaceable habitats (such as ancient woodland and ancient or veteran trees) should be refused, unless there are wholly exceptional reasons and a suitable compensation strategy exists; and*
- d) development whose primary objective is to conserve or enhance biodiversity should be supported; while opportunities to improve biodiversity in and around developments should be integrated as part of their design, especially where this can*

¹ Department for Levelling Up, Housing and Communities (2023) National Planning Policy Framework [last accessed October 23]

² Office of the Deputy Prime Minister (2005). ODPM Circular 06/2005. Government Circular: Biodiversity and Geological Conservation – Statutory Obligations and their Impact within the Planning System.



secure measurable net gains for biodiversity or enhance public access to nature where this is appropriate.”

1.4.3 Local Planning Policy

1.4.3.1 Maidstone District Council

Maidstone Borough Local Plan (Adopted October 2017)³

Policy DM3 Natural Environment:

1. To enable Maidstone borough to retain a high quality of living and to be able to respond to the effects of climate change, developers will ensure that new development protects and enhances the natural environment by incorporating measures where appropriate to:
 - i. Protect positive landscape character, areas of Ancient Woodland, veteran trees, trees with significant amenity value, important hedgerows, features of biological or geological interest, and the existing public rights of way network from inappropriate development and avoid significant adverse impacts as a result of development;
 - ii. Avoid damage to and inappropriate development considered likely to have significant direct or indirect adverse effects on:
 - a. Internationally, nationally and locally designated sites of importance for biodiversity; and
 - b. Local Biodiversity Action Plan priority habitats;
 - iii. Control pollution to protect ground and surface waters where necessary and mitigate against the deterioration of water bodies and adverse impacts on Groundwater Source Protection Zones, and/or incorporate measures to improve the ecological status of water bodies as appropriate;
 - iv. Enhance, extend and connect designated sites of importance for biodiversity, priority habitats and fragmented Ancient Woodland; support opportunities for the creation of new Biodiversity Action Plan priority habitats; create, enhance, restore and connect other habitats, including links to habitats outside Maidstone Borough, where opportunities arise;
 - v. Provide for the long term maintenance and management of all natural assets, including landscape character, associated with the development;
 - vi. Mitigate for and adapt to the effects of climate change; and
 - vii. Positively contribute to the improvement of accessibility of natural green space within walking distance of housing, employment, health and education facilities and to the creation of a wider network of new links between green and blue spaces including links to the Public Rights of Way network.
2. Where appropriate, development proposals will be expected to appraise the value of the borough’s natural environment through the provision of the following:

³ https://maidstone.gov.uk/_data/assets/pdf_file/0005/171149/Local-Plan-v2-November-2017.pdf [Accessed September 23]



- i. An ecological evaluation of development sites and any additional land put forward for mitigation purposes to take full account of the biodiversity present, including the potential for the retention and provision of native plant species;
- ii. Arboricultural assessments to take full account of any natural assets connected with the development and associated sites; and
- iii. A landscape and visual impact assessment to take full account of the significance of, and potential effects of change on, the landscape as an environmental resource together with views and visual amenity.

2.0 Key Concepts

2.1 Overview

Natural England advise that Biodiversity Metric 4.0 *"can be used or specified by any development project, consenting body or landowner that needs to calculate biodiversity losses and gains for terrestrial and/or intertidal habitats. It will be this metric that underpins the Environment Bill's provisions for mandatory biodiversity net gain in England..."*. It has become the standardised way of describing biodiversity change in England, noting that there are a limited number of local exceptions to its use. The biodiversity evaluation of the proposed development has been undertaken using Biodiversity Metric 4.0⁴.

The Biodiversity Metric uses a comparison of habitats as a proxy for biodiversity and describes these habitats using standard units referred to as biodiversity units (BUs). There are three distinct types of BUs and these are not of equivalence or interchangeable, they are:

- Habitat BUs – which describe areas of habitat based on measurement in hectares;
- Linear BUs – which describe hedgerows and lines of trees measured in kilometres; and
- Riparian BUs – which described rivers and streams measured again in kilometres.

The overall calculation of the change in biodiversity resulting from a project or development is derived by subtracting pre-project or 'baseline' biodiversity units valuation of an area of land from the number of post-project units.

The results are influenced by:

- Habitat area/length;
- Distinctiveness (an indication of value);
- Condition – an indication of quality; and
- Multipliers or risk factors – that take account of the contribution to local priorities, the difficulty of habitat creation/management, the time it takes to deliver and variation in the location of habitat delivery.

2.2 Definitions

In the context of this project, we have assumed the following definitions:

⁴ <https://publications.naturalengland.org.uk/publication/6049804846366720> [Accessed September 23]



- Biodiversity net gain (BNG) is an approach to development, and/or land management, that aims to leave the natural environment in a measurably better state than it was beforehand.

Under the Act the relevant percentage for BNG is a change in value attributed to a development $\geq 10\%$ the pre-development value (of onsite habitats). It should be noted that while the Act sets out the relevant percentage for Biodiversity Net Gain, the relevant parts of the Act (Section 98 and Schedule 14) are still subject to implementation through secondary legislation before they formally apply to applications.

In the interim, clarification of requirements for BNG have been set out through recent appeal decisions⁵ which have clarified that:

- *"the 10% biodiversity net gain requirement set out in the Act is not yet law and is not applicable to these appeals";*
- *"Paragraph 174 of the Framework [the NPPF encourages applicants to], ... seek a net gain in biodiversity without identifying a specific percentage..."*
- The relevant Core Strategy may *"...seek a net gain in biodiversity without identifying a specific percentage..."*; and
- *"A net gain of just 1% would be policy compliant in these circumstances."*

Therefore, for this project the aim is to achieve simply a biodiversity net gain and no % target has been set, in line with the NPPF.

2.3 Methodology

In supporting the assessment of biodiversity changes SLR have made reference to:

- [Biodiversity Metric 4.0 - Calculation Tool⁶](#);
- [Biodiversity Metric 4.0 - User Guide⁷](#);
- [Biodiversity Metric 4.0 - Technical Annex 1⁸](#)
- [Biodiversity Metric 4.0 – Technical Annex 2⁹](#)

The Metric uses a unified habitat classification system known as UK Habitat Classification (UKHab)¹⁰. This system provides a number of benefits over existing systems such as Phase 1 and National Vegetation Classification (NVC), and allows Natural England, Scottish Natural Heritage, Natural Resources Wales, Department of the Environment Northern Ireland and JNCC to report consistently on habitats of European and national significance. UKHab information has been used where available to support the assessment of biodiversity changes.

In addition, the approach requires the condition of habitats to be assessed. Where habitat data was collected before the publication or widespread use of the Metric this is unlikely to

⁵ Planning Inspectorate (2022). Appeal Decisions APP/Y3940/W/21/3278256, APP/Y3940/Q/21/3278923, APP/Y3940/W/21/3282365

⁶ <https://publications.naturalengland.org.uk/file/5338007268491264> (Accessed 09/10/2023)

⁷ <https://publications.naturalengland.org.uk/file/6188841413902336> (Accessed 09/10/2023)

⁸ <https://publications.naturalengland.org.uk/file/6188841413902336> (Accessed 09/10/2023)

⁹ <https://publications.naturalengland.org.uk/file/6653727197626368> (Accessed 09/10/2023)

¹⁰ [ukhab – UK Habitat Classification](#)



have been collected and, in this case, an assumed condition rating has been adopted. Such variations from the Metric approach are explained in the relevant sections.

2.4 Metric 4.0 Principles and Rules

Natural England advise that the Metric is a tool that helps inform plans and decisions, by using habitats as a proxy for measuring biodiversity value, but that any assessment must be undertaken with awareness of its limitations. The metric specifically requires interpretation and ecological expertise to provide evidence of the appropriateness of proposed approaches to BNG and sets out a series of key principles and rules that help to support an understanding of whether proposals support wider considerations that a calculation output.

The Metric User Guide indicates that assessments should be conducted with regard to:

- **Principle 1:** *This metric does not change existing biodiversity protections, statutory obligations, or policy requirements. The use of this metric does not override the ecological mitigation hierarchy and other requirements (such as consenting or licensing processes, for example woodlands).*
- **Principle 2:** *This metric should be used in accordance with established good practice guidance and professional codes.*
- **Principle 3:** *This metric is not a complex or comprehensive ecological model and is not a substitute for expert ecological advice.*
- **Principle 4:** *Biodiversity units are a proxy for biodiversity and should be treated as relative values.*
- **Principle 5:** *This metric is designed to inform decisions in conjunction with locally relevant evidence, expert input, or guidance.*
- **Principle 6:** *Habitat interventions need to be realistic and deliverable within a relevant project timeframe.*
- **Principle 7:** *Created and enhanced habitats should seek, where practical and reasonable, to be local to any impact and deliver strategically important outcomes for nature conservation.*
- **Principle 8:** *The metric does not enforce a minimum habitat size ratio for compensation of losses. However, proposals should aim to:*
 - *maintain habitat extent (supporting more, bigger, better and more joined up ecological networks)*
 - and • *ensure that proposed or retained habitat parcels are of sufficient size for ecological function.*

In addition to these principles the Metric also sets out a series of rules that should be followed when undertaking a BNG calculation. These are:

- **Rule 1:** Competency requirements must be complied with.
- **Rule 2:** Biodiversity unit outputs are unique to this metric. The results of other metrics, including previous versions of this metric, are not comparable to those of this metric. The three types of biodiversity units generated by this metric (area, hedgerow and watercourse) cannot be summed, traded, or converted between modules.
- **Rule 3:** The trading rules of this metric (Table 3-2) must be followed.



- **Rule 4:** Losses and deterioration of irreplaceable or very high distinctiveness habitat cannot be accounted for through this metric.
- **Rule 5:** In exceptional ecological circumstances, deviation from this metric methodology may be permitted by the relevant consenting body or planning authority. Any deviation must be fully justified and evidenced, and follow advice set out in the Metric Guide.

The Metric guidance also confirms:

- **Irreplaceable habitats** – the Metric does not adequately measure impacts on irreplaceable habitats and separate consideration should be given to relevant policy and legislation. These habitats can be entered into the calculator to give an indication of value or to support an understanding of enhancement or restoration actions and a guide to minimum areas of replacement habitats (compensation) but that *“bespoke compensation should be agreed with the relevant decision maker for any losses or impacts to these habitats”*.
- **Ancient woodland** – “Ancient woodland is a finite and irreplaceable resource and is protected by existing policy and legislation. However, ancient woodland is not a discrete habitat type and, as such, is not listed in biodiversity metric 3.1;
- **Woodland cover** – *“In England there is a presumption against the loss of woodland and a need to increase overall woodland cover. The metric trading rules support the delivery of this policy through requiring ‘like for like’ habitat replacement for all high distinctiveness woodland types.”* With limited exceptions; and
- **Hedgerows** – *“Lost double hedgerows should be compensated with a double hedge, typically a path or track width apart.”*

To support the BNG assessment soil samples were undertaken offsite to further inform the type of habitat that could be created. Soil methodology is provided in detail in **Appendix D**.

Fungi metabarcoding analysis was also undertaken, this was done via Nature Metrics¹¹ and five soil samples were taken across the offsite grassland, as this was identified as potentially valuable for fungi.

2.5 Evidence of Technical Competence and Experience

This report has been prepared by Giselle Hynes, Senior Ecologist at SLR Consulting. Giselle has a Master’s degree in Wildlife Management and Conservation and is a Qualifying Member of CIEEM. Giselle has over four years’ professional experience within ecological consultancy and has undertaken numerous ecological assessments of this type.

Michelle Robertson, who reviewed this report, is an Associate Ecologist at SLR. She is a full member of CIEEM (MCIEEM) and has over 15 years ecology experience, 11 of which are experience in consultancy.

This report has been approved by Corin Simmonds MCIEEM CEcol. Corin is a Technical Director at SLR Consulting. She has a Master’s degree in Environmental Technology and over 10 years’ experience in ecological consultancy.

¹¹ <https://www.naturemetrics.com/> [Accessed September 23]



2.6 Limitations

For areas of habitat creation 'Good' condition has been set as habitat objectives in all cases except where the relevant guidance indicates that a 'Moderate' condition is more likely to be achieved and for those habitats which have default condition scores in the Metric e.g. 'Poor' condition.

No significant limitations were encountered during completion of the BNG assessment; although the baseline habitat survey was undertaken in early March, which is not considered to be the optimal time for completing botanical surveys. However, it is thought that this has been counteracted by undertaking soil and fungi sampling.

Natural England note that Biodiversity Metric 4.0 has been extensively tested, but that they continue to listen to feedback to support correction of any errors or problems. No such errors were encountered.



3.0 Baseline Habitats

3.1 Pre-development Habitats – On site

Full description of the baseline habitats within the Site are provided within the Ecological Impact Assessment Report¹². This habitat survey was undertaken in accordance with UKHab methodology and using the associated classification system. The survey was initially undertaken by Michelle Robertson MCIEEM on 13th June 2022. This habitat data is still considered valid, providing there has been no change in management on site¹³. A summary of the habitats is given in Table 3-1 and presented at **Appendix A**.

Table 3-1 Baseline Habitats within the Proposed Development Site

Broad Habitat	Habitat Type	Size (ha/km) ¹⁴	Description
Cropland	c1c Arable-cereal crop	2.75 ha	The majority of the Site comprised arable field, currently growing wheat. The field margin was limited to 1 m in width. In the margins, common nettle <i>Urtica</i> was dominant. Other frequent species comprised mugwort <i>Artemisia vulgaris</i> , perennial rye grass <i>Lolium perenne</i> , false oat grass <i>Arrhenatherum elatius</i> , tall fescue <i>Festuca arundinacea</i> and hemlock <i>Conium maculatum</i> . Occasional yarrow <i>Achillea millefolium</i> , red campion <i>Silene dioica</i> , Yorkshire fog grass <i>Holcus lanatus</i> and broad-leaved dock <i>Rumex obtusifolius</i> were also recorded.
Heathland and shrub	h3h Mixed scrub	0.02 ha	Along the eastern and southern site boundaries were areas of mixed, dense scrub, dominated by hawthorn <i>Crataegus monogyna</i> . Downy birch <i>Betula pubescens</i> was also frequent. Species present less abundantly included hazel <i>Corylus avellana</i> , dogwood <i>Cornus sanguinea</i> and bramble. A single ash <i>Fraxinus excelsior</i> tree was also located in the south-eastern corner of the Site
Heathland and shrub	h3d Bramble scrub	0.03 ha	Along the southern boundary of the Site, located on the slip road verge, was a bank dominated by bramble <i>Rubus fruticosus</i> agg. scrub with some isolated patches of common nettle. There was also a field maple <i>Acer campestre</i> and cherry <i>Prunus</i> sp. tree present, as well as a patch of blackthorn <i>Prunus spinosa</i> with dog rose <i>Rosa canina</i> .

¹² 404.000010.00001 EclA Land North of Ashford Road, SLR Consulting Ltd (January 2023).

¹³ CIEEM (2019) *On the Lifespan of Ecological Reports and Surveys*. Available at: <https://cieem.net/wp-content/uploads/2019/04/Advice-Note.pdf>. Last accessed October 2023.

¹⁴ Rounded to two decimal places



Broad Habitat	Habitat Type	Size (ha/km) ¹⁴	Description
Grassland	g4 Modified grassland	0.08 ha	An area of grass verge was located along the southern and western site boundaries, beyond the fence. The sward was dominated by perennial rye with false oat grass, common nettle and cock's foot <i>Dactylis glomerata</i> . Other occasional species included cow parsley <i>Anthriscus sylvestris</i> , cleavers <i>Galium aparine</i> , horseradish <i>Armoracia rusticana</i> , common chickweed <i>Stellaria media</i> , doves foot cranesbill <i>Geranium molle</i> , creeping cinquefoil <i>Potentilla reptans</i> , annual mercury <i>Mercurialis annua</i> , common mallow <i>Malva neglecta</i> , hemlock <i>Conium maculatum</i> and lesser burdock <i>Arctium minus</i> .
Hedgerow	h2 190 Hedgerow with trees	0.12 km	A hawthorn dominated hedgerow with occasional blackthorn was located along part of the northern boundary of the Site. The ground flora comprised common nettle, with frequent stands of cleavers. Some white campion <i>Silene latifolia</i> , common mallow <i>Malva sylvestris</i> and burdock <i>Arctium</i> sp.were also present. Trees comprised two oak <i>Quercus robur</i> .
Urban	u1b Developed land, sealed surface	0.005 ha	Where the Site boundary spread onto the A20 Ashford Road, a small strip of hardstanding road was encompassed into the survey area. This comprised a tarmac road with little encroaching vegetation.

3.1.1 Consideration of principles and rules

Protected and locally important species needs are not considered through the Metric. Such areas need specific separate consideration of existing policy and legislation. Protected species are considered in the Preliminary Ecological Appraisal report for the Site and the Ecological Impact Assessment¹⁵.

This report has recognised the 'trading down' rule (rule 3), the need to avoid such situations and specifically any losses of irreplaceable or very high distinctiveness habitat. In considering any proposed works to the Site, existing areas of woodland, will be retained, and consideration given to their enhancement, where possible. If required, such habitats will need to be replaced on a "like for like" or "like for better" basis.

3.2 Pre-development Habitats – Off site

Due to the size of the Project an offsite option for BNG is required. Wates Developments Ltd. have identified a suitable site for BNG, this is located locally within Kent, 4.8km to the Southeast of the project and referred to as Water Lane. This site is under third party ownership and biodiversity improvements are subject to agreement from the landowner.

¹⁵ 404.000010.00001 EclA Land North of Ashford Road, SLR Consulting Ltd (January 2023).



The location of the offsite area is shown below in **Appendix C**. SLR ecologist, Giselle Hynes qualifying CIEEM, visited the Water Lane site on 1st March 2023 and undertook an initial assessment of the habitat. The habitats on site are detailed in Table 3-1:

Table 3-2 Baseline Habitats within the Water Lane Site

Broad Habitat	Habitat Type	Size (ha/km) ¹⁶	Description
Woodland and forest	Lowland mixed deciduous woodland	0.9 ha	An area of woodland was located in the northern portion of the site. This comprised mainly mature alder <i>Alnus glutinosa</i> and ground flora included lords-and-ladies <i>Arum maculatum</i> , bluebells <i>Hyacinthoides non-scripta</i> , ground ivy <i>Glechoma headrace</i> , dog's mercury <i>Mercurialis perennis</i> , lady's bedstraw <i>Galium verum</i> and pendulous sedge <i>Carex pendula</i> .
Grassland	Other neutral grassland	0.5 ha	An area of grassland was located in the centre of the site. At the time of survey the grassland comprised predominantly clubmoss <i>Lycopodiopsida</i> sp. with occasional perennial rye <i>Lolium perenne</i> and false oat grass <i>Arrhenatherum elatius</i> . Cow parsley <i>Anthriscus sylvestris</i> was also abundant.
Heathland and shrub	Bramble scrub	0.5 ha	Scattered areas of bramble <i>Rubus fruticosus</i> scrub were located across the site, especially along the southern boundary.
Grassland	Bracken	0.1 ha	A large area of bracken <i>Pteridium aquilinum</i> was located along the eastern boundary of the site.

3.3 Baseline Habitat Value

3.3.1 On-site

The total area of the site is approximately 2.88ha. This includes areas of arable-cereal crop (2.75ha), mixed scrub (0.02ha), bramble scrub (0.03 ha), modified grassland, hedgerow with trees (0.12km) and urban habitat (0.005ha). Of these, the area of cropland had the highest biodiversity value (5.49 BU), followed by the hedgerow habitat (0.85 BU), the scrub habitat (0.18 BU) and modified grassland (0.16 BU). The total overall ecological baseline is around **5.84 BU** for area habitats and **0.85 BU** for hedgerow habitats. A summary of the baseline habitat value is given below in Table 3-3.

3.3.2 Off-site

The total area of the off-site Water Lane location is approximately 2ha. This includes areas of woodland (0.9ha), other neutral grassland (0.5ha), bramble scrub (0.5 ha) and bracken (0.1 ha). Of these, the woodland has the highest biodiversity value (12.42 BU), followed by

¹⁶ Rounded to two decimal places



the grassland (3.2 BU) and the scrub (2 BU). A summary of the off-site baseline habitat value is given below in Table 3-3.

3.4 Overall Baseline Habitat Value

A summary of the current baseline biodiversity value to two decimal places is given in Table 3-3.

Table 3-3 Summary of Baseline Habitat Value

Biodiversity Unit Type	Area/Length	Baseline Units		Total Units
		On-site (dev. site)	Off-site (private or market provided)	
Area habitat	2.88 ha on-site.	5.84 BU	17.62 BU	23.46 BU
	2 ha off-site.			
Linear habitat – Hedgerow with trees	0.12 km on-site	0.85 BU	N/A	0.85 BU
	0 km off-site.			
Linear habitat – Rivers and streams	N/A	N/A	N/A	N/A



4.0 Proposed Habitat Changes (On and Off-site)

4.1 Future Habitat Creation

Biodiversity calculations have been completed for:

- Comparison of the current site baseline with the proposed plans.
- The off-site Water Lane location.

This comparison supports an understanding of the differences in biodiversity performance of proposed development between the current on-site habitats with the proposed plans.

The proposed plans are illustrated at **Appendix C** at the end of this report.

4.2 Current Baseline to Proposed Post-intervention Habitats

In line with Metric 4.0 a comparison has been made between the current site baseline and the proposed post-intervention habitats.

4.2.1 Habitat Units

Once the proposed post development has been delivered, the total area of the development site is estimated to be 2.88 ha, comprising 0.56 ha of habitats and 2.32 ha of urban area.

The red line boundary, and basis for this assessment, includes the full extent of the planning application.

4.2.2 Hedgerow Units

The hedgerow on site is to be retained under current plans for the Site. A length of 0.027 km of hedgerow will also be created, supporting a +0.1 BU increase.

4.2.3 On-site Habitat Creation

Under the current landscape plan for the site as detailed in **Appendix B**, -5.29 BU of cereal crops will be lost to facilitate construction of the warehouse. This will be compensated for by:

- Creation of ground based green wall on eastern elevation comprising climbing plants (+0.02BU);
- Planting of 25 native trees of moderate condition (+0.31BU);
- Creation of onsite mixed scrub of good condition (+2.27BU);
- Creation of modified grassland on site (+0.64BU);
- Creation of ornamental planting on site (+0.04BU);
- Green roofs on gatehouse, visitor cycle store, secure cycle store and refuse store (+0.04BU);

Without further off-site habitat creation and enhancement, the above results in a net loss of -39.94% in habitat units. Compensatory off-site habitat creation is detailed below in Section 4.2.4. An overall summary of the proposed biodiversity net gain is given in Table 4-1.



4.2.4 Off-site Habitat Creation

During the initial survey of the Water Lane site, the grassland was identified as the most suitable area for habitat enhancements. Due to the time of year when the initial survey was undertaken, additional surveys were undertaken to classify the grassland habitat accurately and to have more certainty that any recommended habitat would establish successfully. This comprised soil sampling and DNA metabarcoding for fungi.

The results of the soil sampling and DNA metabarcoding are detailed in **Appendix D and Appendix E**, respectively.

In summary, the soil was found to be slightly acidic (pH 5.2-5.8) with low nutrients. The DNA metabarcoding results for fungi identified the presence of three waxcaps;

- Glistening waxcap *Gloixanthomyces vitellinus*;
- Citrine waxcap *Hygrocybe citrinovirens* and;
- Glutinous waxcap *Hygrocybe glutinibes*.

A further two clavarioids; yellow club *Clavulinopsis helvola* and handsome club *Clavulinopsis laeticolor* fungus and globally vulnerable black magic *Demaloma magicum* were identified as present within the soil.

The results of the soil sampling and DNA metabarcoding indicate the presence of a high conservation value waxcap grassland. As such, habitat creation and management to deliver Biodiversity Net Gain should also consider the conservation of the waxcap grassland. According to Plantlife (2013)¹⁷, to manage grassland for grassland fungi, sward height should be maintained through livestock grazing and the encroachment of trees and scrub should be prevented.

As such, 0.25 ha of the grassland will be enhanced from fairly poor to moderate condition. This grassland was assessed as fairly poor during the baseline survey, due to low species and sward height diversity, the encroachment of scrub and the presence of bare ground. Due to the presence of waxcaps, the sward height and species diversity should not be altered. However, in order to deliver a moderate condition, this area will be taken into management and the encroachment of scrub and bracken will be prevented, as well as reducing damaging practices leading to bare ground cover. The enhancement of this area will deliver +0.38 BU. The area of grassland would also benefit from livestock grazing as part of the management plan for the site. In addition, the areas of bramble scrub will be enhanced to mixed scrub which will be less vigorous and will also provide additional benefits to wildlife, delivering +2.80 BU. The area of woodland should be retained and protected, as should the remainder of the grassland, especially considering it's importance for fungi.

An overall summary of the proposed biodiversity net gain is given in Table 4-1.

¹⁷ Plantlife (2023) Waxcaps and grassland fungi: A guide to identification and management. Available at: https://www.plantlife.org.uk/wp-content/uploads/2023/03/Waxcaps_GrasslandFungiGuideManagement.pdf (Last accessed: 09/10/2023).



4.3 Current Baseline to Proposed Plans (Overall)

The proposed plans are expected to support changes in habitat of 14.49% and hedgerows of 12.36%, that is an increase of +0.95BU (0.85 habitat BU and 0.1 hedgerow BU) respectively, which satisfies the current requirement for biodiversity enhancement under the National Planning Policy Framework. An overall summary of the proposed biodiversity gain is given in Table 4-1.

The biodiversity gain identified within this report requires planting plans and management plans to secure the predicted level of gain.

Table 4-1 Summary of biodiversity net gain

Biodiversity Unit Type	Baseline Units		Post-Intervention Units		Total Net Change Units	% Net Gain
	On-site (dev. site)	Off-site (private or market provided)	On-site (dev. site)	Off-site (private or market provided)		
Area habitat	5.84	17.62	3.51	20.80	0.85	14.49%
Linear habitat – Hedgerows/lines of trees	0.85	N/A	0.95	N/A	0.10	12.36%

5.0 Recommendations for Achieving Biodiversity Net Gain

The assessment of the proposed development against the current baseline indicates that an increase in biodiversity performance of the Site of approximately 14.49% in habitat and 12.36% in hedgerow can be achieved. This is subject to appropriate planting plans and 30-year management plans being developed, with agreement from the landowner, to optimise the delivery of biodiversity performance both on-site and off-site and to realise its intended condition specified in the metric calculations.



Appendix A Baseline Habitats On-Site

UK Habitat Survey Drawing

Land north of Ashford Road

Wates Developments Ltd

SLR Project No.: 404.000010.00001





LEGEND

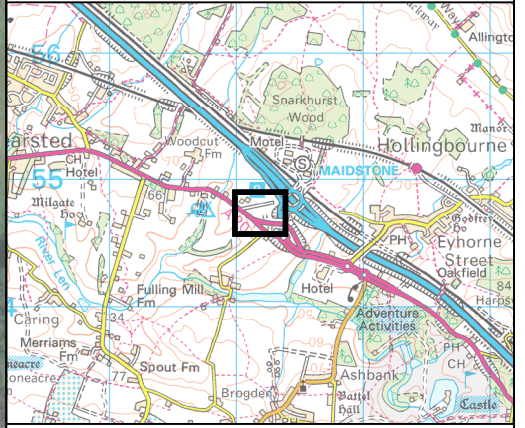
- Site Boundary With Visibility Splays
- Site Boundary Without Visibility Splays

UK Habitat Areas

- c1c - Cereal Crops
- g4 - Modified Grassland
- h3d - Bramble Scrub
- h3h - Mixed Scrub
- u1b - Developed Land, Sealed Surface

Secondary Habitats

- 111 - Road
- 431 - Road Island/Verge



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ASHFORD ROAD
BIODIVERSITY GAIN PLAN
UK HABITAT PLAN
DRAWING 01

Scale 1:1,200 @ A3 Date FEBRUARY 2023

Appendix B Landscape Plan

Landscape Plan

Land north of Ashford Road

Wates Developments Ltd

SLR Project No.: 404.000010.00001





- KEY**
- Site Boundary
 - Existing trees, hedgerows and vegetation to be retained - refer to tree survey
 - Proposed tree planting
 - Proposed structural planting
 - Proposed native hedgerow planting
 - Retained scrub planting
 - Proposed scrub planting
 - Proposed native shrub planting
 - Proposed ornamental shrub/herbaceous planting with specimen shrub planting
 - Proposed amenity grass
 - Proposed long grass - e.g. Low Flowering Lawn Mix by wildflowerslawnandmeadow.com or similar approved by ecologist, planted at 3g/m2
 - Proposed bulb planting
 - Proposed green roof
 - Proposed climbers for screening along building facade
 - Proposed permeable paving
 - Proposed bench / seat
 - Proposed picnic bench
 - Proposed EV charging points - refer to engineering plans by Ramboll
 - Proposed infrastructure for charging points - refer to engineering plans by Ramboll

PROPOSED TREE PLANTING

Species	Form	Girth	Height cm	Clear Stem	Root Condition
Acer campestre	EHS	16-18	400-450	Min. 200	RB
Carpinus betulus	EHS	14-16	350-450	Min. 200	RB
Corylus avellana (ms)	Multi Stem	-	250-300	-	75L
Fagus sylvatica	EHS	16-18	400-450	Min. 200	RB
Malus sylvestris	HS	12-14	250-300	Min. 200	RB
Prunus avium	HS	12-14	250-300	Min. 200	RB
Sorbus aria	EHS	14-16	400-450	Min. 200	RB
Tilia x europaea	HS	12-14	250-300	Min. 200	RB

PROPOSED NATIVE SHRUB PLANTING MIX
To be planted 2/m2

Species	Mix %	Height	Form	Root Condition
Cornus sanguinea	20	60-80cm	Branched	B
Crataegus monogyna	50	60-80cm	Branched	B
Euroyonmus europaea	10	60-80cm	Branched	B
Rosa canina	10	60-80cm	Branched	B
Viburnum opulus	10	60-80cm	Branched	B

PROPOSED NATIVE HEDGEROW PLANTING
To be planted at 7 per linear metre at 0.3 cm offsets in triple staggered rows

Species	Mix %	Height cm	Root Condition	Habit
Crataegus monogyna	60	60-80	B	Feathered
Corylus avellana	20	60-80	B	Feathered
Prunus spinosa	20	60-80	B	Feathered

SCRUB PLANTING
To be planted 1/m2

Species	Mix %	Height	Form	Root Condition
Cornus sanguinea	20	60-80cm	Branched	B
Crataegus monogyna	35	60-80cm	Branched	B
Euroyonmus europaea	10	60-80cm	Branched	B
Ligustrum vulgare	10	60-80	B	Feathered
Prunus spinosa	10	60-80cm	Branched	B
Sambucus nigra	10	60-80cm	Branched	B
Viburnum lantana	5	60-80cm	Branched	B

BULB PLANTING
To be planted at 20/m2

Species	Specification
Crocus tommasinianus	5-6
Crocus 'Prins Claus'	5/+
Crocus speciosus 'Albus'	5
Narcissus 'Spring Dawn'	12/14

PROPOSED ORNAMENTAL SHRUB/HERBACEOUS PLANTING

Species	Height	Form	Root Condition
Bergenia cordifolia	-	-	3L
Ceanothus 'Blue Mound'	40-60cm	Bushy	5L
Ceanothus thyrsiflorus repens	30-40cm	Bushy	5L
Cornus sanguinea 'Midwinter Fire'	40-60cm	Bushy	5L
Cornus stolonifera 'Flaviramea'	40-60cm	Bushy	5L
Hebe 'Great Orme'	40-60cm	Bushy	5L
Hebe x franciscana 'Blue Gem'	30-40cm	Bushy	5L
Hebe 'Marjorie'	30-40cm	Bushy	5L
Hebe rakaiensis	40-60cm	Bushy	5L
Hypericum 'hidcote'	40-60cm	Bushy	5L
Geranium macrorrhizum	-	-	3L
Liriodé muscari	-	-	3L
Lonicera pileata 'Moss Green'	30-40cm	Bushy	5L
Pachysandra 'Green carpet'	-	-	3L
Prunus laurocerasus 'Otto Lucan'	40-60cm	Bushy	5L
Philadelphus 'Manteau d'Hermine'	30-40cm	Bushy	5L
Pittosporum tenuifolium 'Golden ball'	40-60cm	Bushy	5L
Pittosporum golf ball	40-60cm	Bushy	5L
Potentilla fruticosa 'Pink Beauty'	30-40cm	Bushy	5L
Sedum spectabile brilliant	-	-	3L
Salvia nemorosa 'Amethyst'	-	-	3L
Salvia icterina	30-40cm	Bushy	5L
Symphoricarpos x chenaultii 'Hancock'	30-40cm	Bushy	5L
Skimmia 'Kew green'	30-40cm	Bushy	5L
Verbena bonariensis	-	-	3L

PROPOSED SPECIMEN SHRUB PLANTING

Species	Height cm	Form	Root Condition
Cornus sanguinea 'Midwinter Fire'	800-100	Branched	10L
Cornus stolonifera 'Flaviramea'	800-100	Branched	10L
Corylus avellana	125-150	Bushy 5 stems min	45-65L
Ilex aquifolium	800-100	Leader with laterals	10L

CLIMBER PLANTING
To be planted at 2 per lin m along frame

Species	Height	Form	Root Condition
Hedera hibernica	150-200	Caned - Several shoots	10L
Parthenocissus henryana	100-150	Caned - Several shoots	10L

STRUCTURAL PLANTING MIX
Trees to be planted at 3m centres over understorey planting with breaks for specimen tree planting - refer to proposed tree planting - schedule

Species	Mix %	Height cm	Girth cm	Form	Root Condition
Acer campestre	10	300-350	10-12	Selected standard	RB
Fagus sylvatica	10	300-350	10-12	Selected standard	RB
Malus sylvestris	5	300-350	10-12	Selected standard	RB
Pinus sylvestris	5	300-350	10-12	Selected standard	RB
Prunus avium	15	300-350	10-12	Selected standard	RB
Tilia x europaea	5	300-350	10-12	Selected standard	RB

Understorey To be planted 2/m2

Species	Mix %	Height cm	Habit	Age + times	Root condition
Cornus sanguinea	5	60-80	Branched min. 3 breaks	1+2	B
Crataegus monogyna	25	60-80	Branched min. 3 breaks	1+2	B
Euroyonmus europaea	5	60-80	Branched min. 3 breaks	1+2	B
Ilex aquifolium	10	60-80	Branched min. 3 breaks	1+2	B
Sambucus nigra	5	60-80	Branched min. 3 breaks	1+2	B

Revisions:
First Issue- 12/12/2022

Landscape Masterplan
Ashford Road, Maidstone

Client: Wates Developments
 DRWG No: **P21-3546_06** Sheet No: _ REV: -
 Drawn by: RVF/LAB Approved by: RVF/JE
 Date: 12/12/2022
 Scale: 1:500@A1
PEGASUS GROUP



Appendix C **Baseline Habitats Off-Site: Water Lane**

Landscape Plan

Land north of Ashford Road

Wates Developments Ltd

SLR Project No.: 404.000010.00001



586200

586300

586400



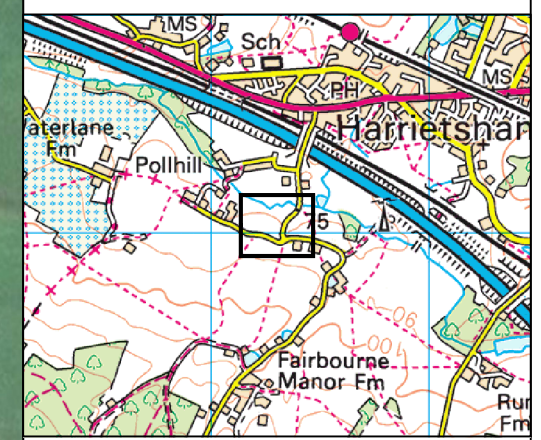
LEGEND

- Site Boundary
- UK Habitat Classification**
- g1c - Bracken
- g3c - Other Neutral Grassland
- h3d - Bramble Scrub
- w1f - Lowland Mixed Deciduous Woodland

152100

152000

404.000010.00001.0007.0 UK Habitat Plan - Offsite Water Lane



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LAND NORTH ASHFORD ROAD
BIODIVERSITY GAIN PLAN
WATER LANE UK HABITAT PLAN

FIGURE 1

Scale 1:1,000 @ A3 Date OCTOBER 2023



Appendix D Soil Sampling Factual Report

Biodiversity Net Gain – Ashford Road, Maidstone – Alternative Site Factual Report

Land north of Ashford Road

Wates Developments Ltd

SLR Project No.: 404.000010.00001





Biodiversity Net Gain – Ashford Road, Maidstone – Alternative Site Factual Report

Ashford Road, Maidstone

Wates Developments Ltd

Prepared by:

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SLR Project No.: 404.000010.00001

4 September 2023

Revision: Final

Revision Record

Revision	Date	Prepared By	Checked By	Authorized By
Final	4 September 2023	Bob Hughes	James Appleby	James Appleby

Basis of Report

This document has been prepared by SLR Consulting Limited (SLR) with reasonable skill, care and diligence, and taking account of the manpower, timescales and resources devoted to it by agreement with Wates Developments Ltd (the Client) as part or all of the services it has been appointed by the Client to carry out. It is subject to the terms and conditions of that appointment.

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Appendices

Appendix A	Drawings
Appendix B	Exploratory Hole Logs
Appendix C	Laboratory Certificates



Acronyms and Abbreviations

BNG	Biodiversity Net Gain
ha	Hectares
EA	Environment Agency
BGS	British Geological Society
bgl	Below Ground Level



1.0 Introduction

1.1 Background

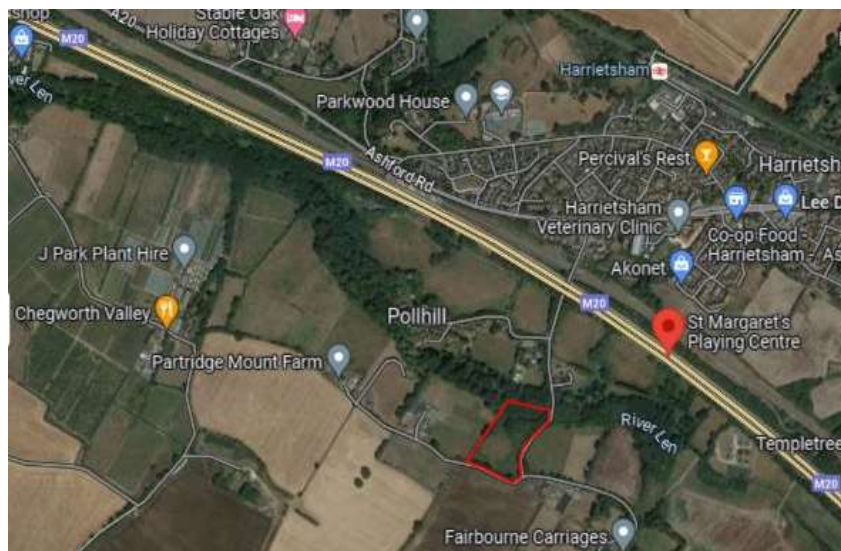
In May 2023, SLR Consulting Ltd (SLR) were commissioned by Wates Developments Ltd (the client) to conduct an intrusive ground investigation to ascertain whether the site may be suitable as Biodiversity Net Gain (BNG) area associated with a development site located on Ashford Road, Maidstone, Kent as depicted by Figure 01. The investigation site indicated for BNG is located off Water Lane/Fishbourne Lane, Harrietsham, Kent (the Site) as shown by Figure 02.

This report has been prepared by the SLR Land Quality Group based at Mill Barn, Turkey Mill, Maidstone, ME14 5PP.

Figure 01: Ashford Road, Maidstone – Development Site.



Figure 02: Water Lane/Fishbourne Lane - Offsite BNG location (red line boundary).



1.2 Scope of Work and Objectives

The scope of work devised by SLR comprised the following:

- Establish the shallow geological conditions beneath the site via the formation of 8No. hand dug trial pits;
- Recovery of shallow soil samples;
- Submission of obtained soil samples for BS3882_2015 topsoil suite and for eDNA metabarcoding analysis; and
- Provision of a factual report including the provisions of engineer’s exploratory hole logs and comparison of topsoil results to BS3882_2015 parameters.

1.3 Site Description

Table 1-1, summarises the details for the site and has been derived from OS, the site walkover undertaken and site investigation undertaken on 26th July 2023, and aerial photography.

Table 1-1: Site Location

Address	Water Lane/Fishbourne Lane Harrietsham, Kent	
Grid Ref	586276, 152016	
Site Description	The Site comprises an approximately 2.0 hectare, irregular shaped plot of land accessed from near to the junction of Water Lane and Fishbourne Lane. The Site is currently unused and comprises lowland mixed deciduous woodland, grassland, bramble scrub and bracken.	
Land uses Surrounding the Site	North	A small stream and woodlands form the Site’s northern boundary with a residential dwelling beyond.
	East	Fairbourne Lane bounds the east of the Site with farmland beyond.
	South	The access gate is in the south east corner off Water Lane/Fishbourne Lane, with Water Lane forming the southern boundary, beyond which is farmland.
	West	Farmland is immediately to the west with farm buildings beyond this field.
Geology	British Geological Survey (BGS) information indicates that the site is underlain by the Folkestone Formation which is noted to comprise sand and sandstone. There are no overlying superficial deposits mapped beneath the site.	



2.0 Ground Investigation

A site investigation was undertaken on 26th July 2023.

2.1 Utility Clearance

A review of freely available information and previous site visits noted that an overhead cable traversed the site in a north to south direction. All exploratory holes were chosen to appropriate stand off from overhead lines. Although only hand digging equipment was utilised, each location was cleared using a Cable Avoidance Tool (C.A.T) and Genny by the supervising SLR engineer. The shallow hand dug pits were excavated to a minimum of 0.25m bgl and proved the absence of shallow services to this depth.

2.2 Hand dug Trial Pits

A total of 8 shallow hand dug trial pits, denoted as HDTP01 to HDTP08, were excavated using manual equipment to a maximum depth of 0.5m bgl. **Drawing 01** in **Appendix A** provides exploratory hole locations along with the corresponding what3words positions.

During the works, SLR's site engineer supervised the sub-contractors and logged the soil strata for visual and olfactory indications of contamination, providing soil descriptions in accordance with BS5930. On completion of excavation, representative samples were recovered from the pits prior to them being backfilled with arisings.

2.3 Geology

The ground conditions encountered during the investigation are shown on the exploratory borehole logs presented in **Appendix B**. The geology encountered on site conforms to that recorded by BGS mapping.

2.3.1 Topsoil

Topsoil type material was encountered at all investigation locations to a maximum thickness of 0.45m within HDTP01 and HDTP03.

These soils predominantly comprised brown, light brown, slightly sandy, silty clay with frequent rootlets.

2.3.2 Folkestone Formation

Folkestone Formation was encountered at all locations underlying the Topsoil and was proved to the final depth of all exploratory holes.

This stratum predominantly comprised brown, light brown slightly sandy, clayey silt with rare rootlets.

2.3.3 Laboratory Analysis

As per the instructions provided by SLR's subcontractor Nature Metrics UK, five representative soil samples were obtained via a syringe and submitted to their laboratory for eDNA Metabarcoding.

A further eight representative soil samples were obtained for the BS3882_2015 Topsoil Suite, however due to the similar nature of the shallows soils encountered across the study Site, adjacent samples were combined at the laboratory prior to analysis. Laboratory Certificates are included as **Appendix C**.



3.0 Topsoil Comparison

The information below is in general accordance with BS3882_2015 Specification for Topsoil. It is our understanding that the sample submitted for analysis is to be considered under the requirements of the multipurpose specification of BS3882: 2015.

The samples could generally be described as a brown, light brown, moderately with rare stones and gravels, dry, SANDY CLAYEY LOAM with a poorly developed structure, visually consisting of fine (<2 mm) and rare medium (2 - 5 mm) granular aggregates. The sample was free from deleterious material (ash, brick, concrete, glass, etc.) and no particular odours were noticed.

3.1 Analytical Results

The following parameters were determined in general accordance with the British Standard 3882: 2015, comparing against multipurposes thresholds only, which is appropriate for assessment of topsoil for general landscaping use.

3.1.1 Soil Reaction (pH Value)

The samples were found to be acidic to slightly acidic in reaction (pH 5.2 to 5.8) and as such two of the four tested samples are non-compliant with the corresponding BS:3882 threshold for 'multipurpose topsoil'.

3.1.2 Organic Matter and Major Plant Nutrients

The organic matter and major plant nutrient content of the samples have been summarised in the table below:

Table 3-1: Summary organic matter and major plant nutrient

Sample Reference	Organic Matter	Total Nitrogen	Phosphorus	Potassium	Magnesium
HDTP01	M	✓	X	✓	✓
HDTP02	M	✓	X	✓	✓
HDTP03	M	✓	X	✓	✓
HDTP04	M	M	X	✓	✓

- ✓ Indicates parameter which is sufficient (does not require improvement)
- M Indicates parameter which is moderate (may benefit from improvement)
- X Indicates parameter which is low or deficient (would benefit from improvement)

3.2 Summary

From our visual examination and subsequent laboratory analysis, the four tested soil samples were found to be acid to slightly acid, sandy clayey loams, with weakly developed structures, low stone contents and low levels of salinity. When compared the thresholds stipulated by BS:3882 for 'multipurpose topsoil', the following was noted:

- All four samples recorded phosphorus concentrations below the threshold for 'multipurpose topsoil';
- A single sample had a 'moderate' level of total nitrogen;



- All four samples had a 'moderate' organic matter content; and
- Both potassium and magnesium were compliant with the requirements of 'multipurpose topsoil'.

In light of the above, it is likely that the tested soils would be considered unsuitable as 'multipurpose topsoil' as the results failed to meet a number of the minimum requirements set out in BS3882_2015.

Please note that the eDNA analysis will be considered as part of the separate SLR report issued upon receipt of this data.





Appendix A Drawings

Biodiversity Net Gain – Ashford Road, Maidstone – Alternative
Site Factual Report

Ashford Road, Maidstone

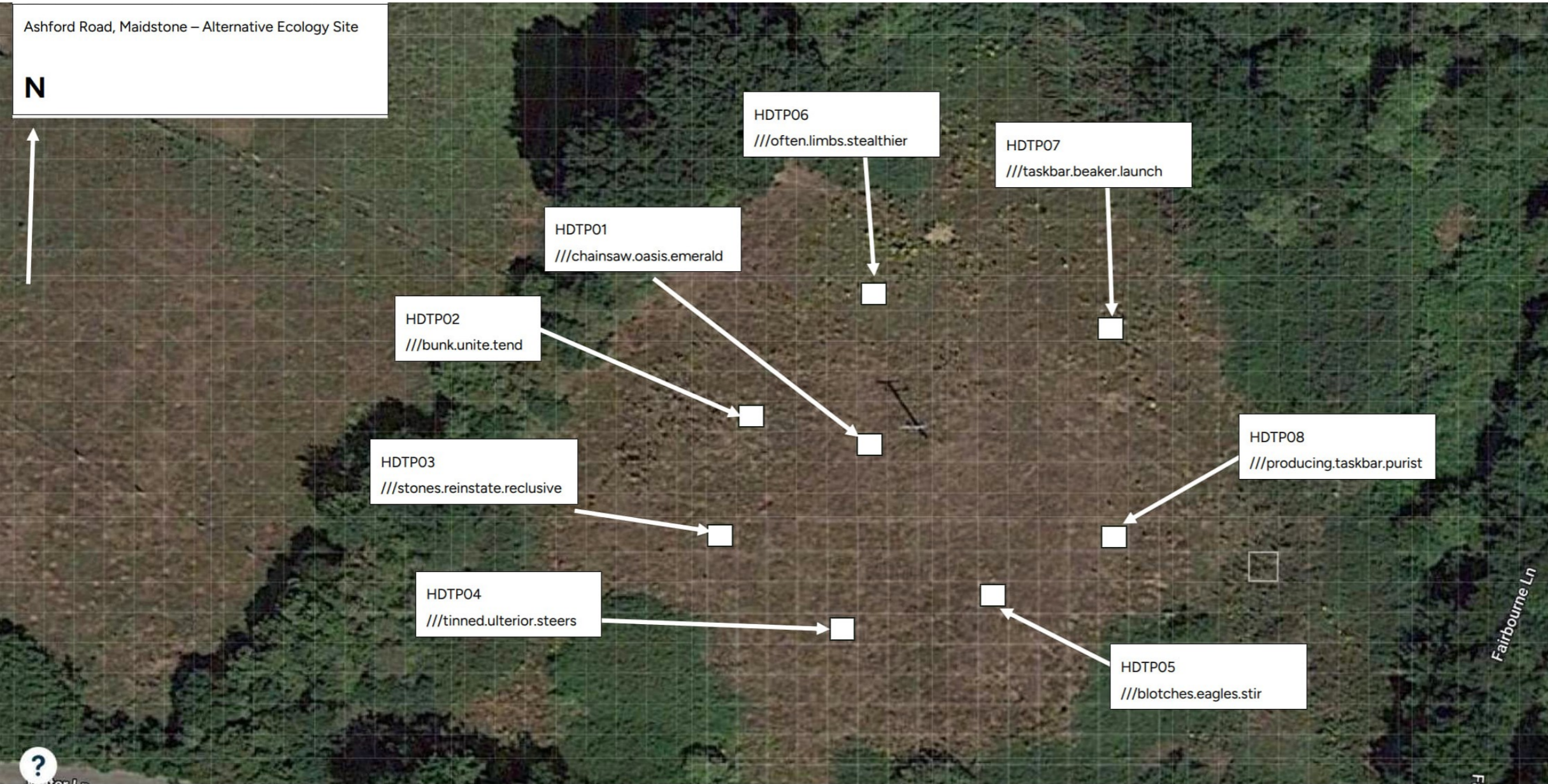
Wates Developments Ltd

SLR Project No.: 404.000010.00001

4 September 2023

Ashford Road, Maidstone – Alternative Ecology Site

N



MILL BARN,
28 HOLLINGWORTH COURT
TURKEY MILL
MAIDSTONE
KENT
ME14 5PP
T: 01622 609242
www.slrconsulting.com

Wates Developments Ltd
Ashford Road, Maidstone – Alternative BNG
Area –
Site Layout Plan
DWG No. 01

scale NTS

Date July 2023



Appendix B Exploratory Hole Logs


Biodiversity Net Gain – Ashford Road, Maidstone – Alternative
Site Factual Report

Ashford Road, Maidstone

Wates Developments Ltd

SLR Project No.: 404.000010.00001

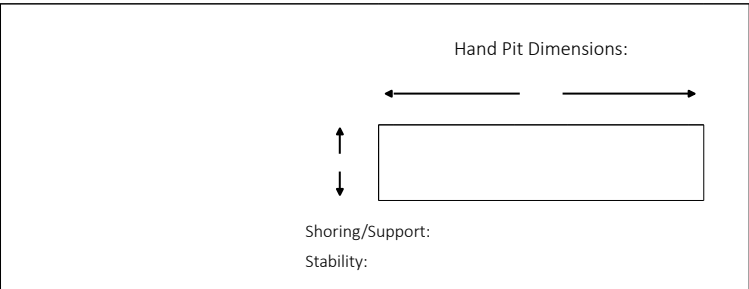
4 September 2023

HAND PIT LOG				HAND PIT No HOTP01	
Client: Wates Development Ltd					
Project: Ashford Road					
Project No: 404.000010.00001	Date: 26/07/2023	Ground Level:	Co-ordinates:	Sheet 1 of 1	


SAMPLES & TESTS				Water	STRATA				Instrument Backfill
Depth	Type No	Test Type	Test Result		Reduced Level	Legend	Depth (Thickness)	DESCRIPTION	
0.05 - 0.10	ES						Grass over, brown, light brown, slightly sandy, silty clay with frequent rootlets (TOPSOIL).		
0.20 - 0.2	ES					(0.45)			
0.4						0.45			
						0.50	Brown, light brown slightly sandy, clayey, silt with rare rootlets.		
							Hand Dug Pit Complete at 0.50m		
0.6									
0.8									
1.0									
1.2									
1.4									

GENERAL REMARKS:
CAT scanned. Backfilled with arisings.

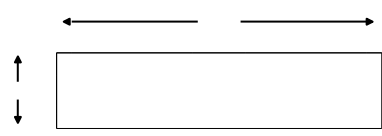
KEY
V = Hand Vane Shear Strength
PP = Pocket Penetrometer Shear Strength
J = Jar Sample
D = Disturbed Sample
B = Large Bulk Sample
HS = Head Space Measurement




All dimensions in metres Scale 1:10	Contractor: Endeavour Drilling Plant: Hand Tools	Method: Hand Auger	Logged By: BH	Approved By:
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HAND PIT LOG				HAND PIT No HOTP02	
Client: Wates Development Ltd					
Project: Ashford Road					
Project No: 404.000010.00001	Date: 26/07/2023	Ground Level:	Co-ordinates:	Sheet 1 of 1	

SAMPLES & TESTS				Water	STRATA				Instrument Backfill
Depth	Type No	Test Type	Test Result		Reduced Level	Legend	Depth (Thickness)	DESCRIPTION	
0.05 - 0.10	ES						Grass over, brown, light brown, slightly sandy, silty clay with frequent rootlets (TOPSOIL).		
0.20 - 0.2	ES					(0.35)			
						0.35			
0.4						0.40	Brown, light brown slightly sandy, clayey, silt with rare rootlets.		
							Hand Dug Pit Complete at 0.40m		
0.6									
0.8									
1.0									
1.2									
1.4									

<p>GENERAL REMARKS:</p> <p>CAT scanned. Backfilled with arisings.</p>	<p>Hand Pit Dimensions:</p>  <p>Shoring/Support: Stability:</p>
<p>KEY</p> <p>V = Hand Vane Shear Strength PP = Pocket Penetrometer Shear Strength J = Jar Sample D = Disturbed Sample B = Large Bulk Sample HS = Head Space Measurement</p>	

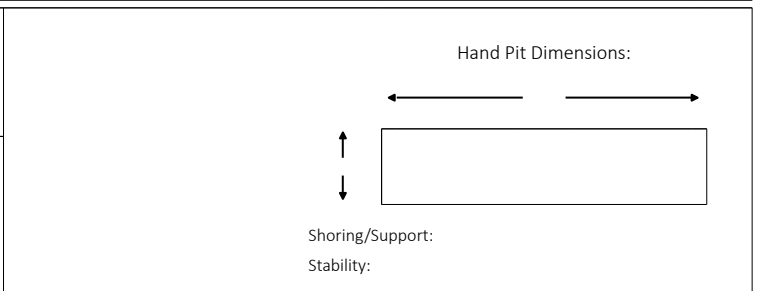
All dimensions in metres Scale 1:10	Contractor: Endeavour Drilling Plant: Hand Tools	Method: Hand Auger	Logged By: BH	Approved By:
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HAND PIT LOG				HAND PIT No HOTP03	
Client: Wates Development Ltd					
Project: Ashford Road					
Project No: 404.000010.00001	Date: 26/07/2023	Ground Level:	Co-ordinates:	Sheet 1 of 1	


SAMPLES & TESTS				Water	STRATA				Instrument Backfill
Depth	Type No	Test Type	Test Result		Reduced Level	Legend	Depth (Thickness)	DESCRIPTION	
0.05 - 0.10	ES						Grass over, brown, light brown, slightly sandy, silty clay with frequent rootlets (TOPSOIL).		
0.20 - 0.2	ES					(0.45)			
0.4						0.45			
						0.50	Brown, light brown slightly sandy, clayey, silt with rare rootlets.		
							Hand Dug Pit Complete at 0.50m		
0.6									
0.8									
1.0									
1.2									
1.4									





GENERAL REMARKS:
CAT scanned. Backfilled with arisings.

KEY
V = Hand Vane Shear Strength
PP = Pocket Penetrometer Shear Strength
J = Jar Sample
D = Disturbed Sample
B = Large Bulk Sample
HS = Head Space Measurement



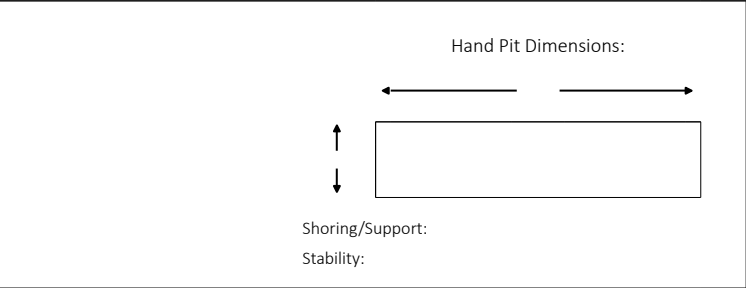
All dimensions in metres Scale 1:10	Contractor: Endeavour Drilling Plant: Hand Tools	Method: Hand Auger	Logged By: BH	Approved By:
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HAND PIT LOG				HAND PIT No HOTP04	
Client: Wates Development Ltd					
Project: Ashford Road					
Project No: 404.000010.00001	Date: 26/07/2023	Ground Level:	Co-ordinates:	Sheet 1 of 1	


SAMPLES & TESTS				Water	STRATA				Instrument Backfill
Depth	Type No	Test Type	Test Result		Reduced Level	Legend	Depth (Thickness)	DESCRIPTION	
0.20	0.2	ES					(0.20)	Grass over, brown, light brown, slightly sandy, silty clay with frequent rootlets (TOPSOIL).	
							0.20	Brown, light brown slightly sandy, clayey, silt with rare rootlets.	
							0.25	Hand Dug Pit Complete at 0.25m	
0.4									
0.6									
0.8									
1.0									
1.2									
1.4									




GENERAL REMARKS:
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KEY
V = Hand Vane Shear Strength
PP = Pocket Penetrometer Shear Strength
J = Jar Sample
D = Disturbed Sample
B = Large Bulk Sample
HS = Head Space Measurement



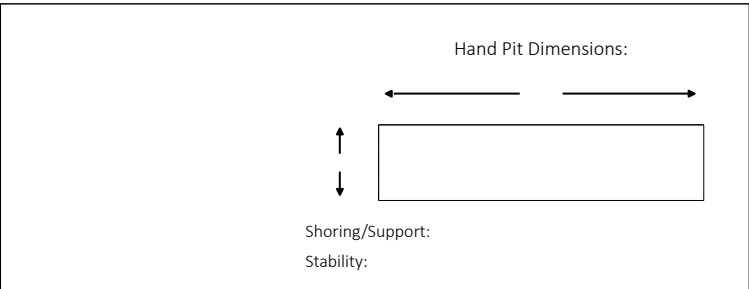
All dimensions in metres Scale 1:10	Contractor: Endeavour Drilling Plant: Hand Tools	Method: Hand Auger	Logged By: BH	Approved By:
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HAND PIT LOG				HAND PIT No HDP05	
Client: Wates Development Ltd					
Project: Ashford Road					
Project No: 404.000010.00001	Date: 26/07/2023	Ground Level:	Co-ordinates:	Sheet 1 of 1	


SAMPLES & TESTS				Water	STRATA				Instrument Backfill
Depth	Type No	Test Type	Test Result		Reduced Level	Legend	Depth (Thickness)	DESCRIPTION	
0.05 - 0.10	ES					(0.25)	Grass over, brown, light brown, slightly sandy, silty clay with frequent rootlets (TOPSOIL).		
0.20 - 0.2	ES					0.25			
						0.30	Brown, light brown slightly sandy, clayey, silt with rare rootlets.		
							Hand Dug Pit Complete at 0.30m		
0.4									
0.6									
0.8									
1.0									
1.2									
1.4									

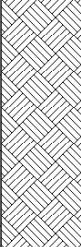


GENERAL REMARKS:
CAT scanned. Backfilled with arisings.

KEY
V = Hand Vane Shear Strength
PP = Pocket Penetrometer Shear Strength
J = Jar Sample
D = Disturbed Sample
B = Large Bulk Sample
HS = Head Space Measurement



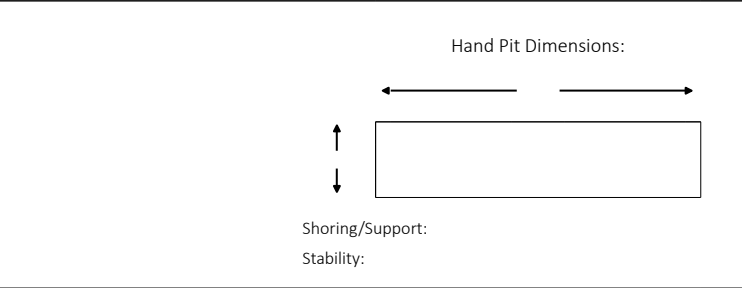
All dimensions in metres Scale 1:10	Contractor: Endeavour Drilling Plant: Hand Tools	Method: Hand Auger	Logged By: BH	Approved By:
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HAND PIT LOG				HAND PIT No HOTP06	
Client: Wates Development Ltd					
Project: Ashford Road					
Project No: 404.000010.00001	Date: 26/07/2023	Ground Level:	Co-ordinates:	Sheet 1 of 1	


SAMPLES & TESTS				Water	STRATA				Instrument Backfill
Depth	Type No	Test Type	Test Result		Reduced Level	Legend	Depth (Thickness)	DESCRIPTION	
0.20	0.2	ES				(0.35)	Grass over, brown, light brown, slightly sandy, silty clay with frequent rootlets (TOPSOIL).		
						0.35 0.40	Brown, light brown slightly sandy, clayey, silt with rare rootlets.		
							Hand Dug Pit Complete at 0.40m		
0.4									
0.6									
0.8									
1.0									
1.2									
1.4									






GENERAL REMARKS:
CAT scanned. Backfilled with arisings.

KEY
V = Hand Vane Shear Strength
PP = Pocket Penetrometer Shear Strength
J = Jar Sample
D = Disturbed Sample
B = Large Bulk Sample
HS = Head Space Measurement



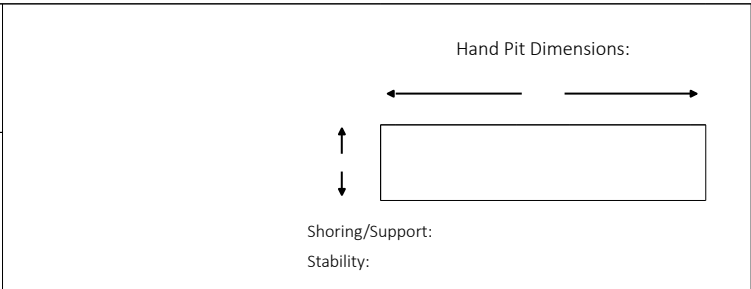
All dimensions in metres Scale 1:10	Contractor: Endeavour Drilling Plant: Hand Tools	Method: Hand Auger	Logged By: BH	Approved By:
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HAND PIT LOG				HAND PIT No HDP07	
Client: Wates Development Ltd					
Project: Ashford Road					
Project No: 404.000010.00001	Date: 26/07/2023	Ground Level:	Co-ordinates:	Sheet 1 of 1	


SAMPLES & TESTS				Water	STRATA				Instrument Backfill
Depth	Type No	Test Type	Test Result		Reduced Level	Legend	Depth (Thickness)	DESCRIPTION	
0.05 - 0.10	ES					(0.25)	Grass over, brown, light brown, slightly sandy, silty clay with frequent rootlets (TOPSOIL).		
0.20 - 0.2	ES					0.25			
						0.30	Brown, light brown slightly sandy, clayey, silt with rare rootlets.		
							Hand Dug Pit Complete at 0.30m		
0.4									
0.6									
0.8									
1.0									
1.2									
1.4									

GENERAL REMARKS:
CAT scanned. Backfilled with arisings.

KEY
V = Hand Vane Shear Strength
PP = Pocket Penetrometer Shear Strength
J = Jar Sample
D = Disturbed Sample
B = Large Bulk Sample
HS = Head Space Measurement



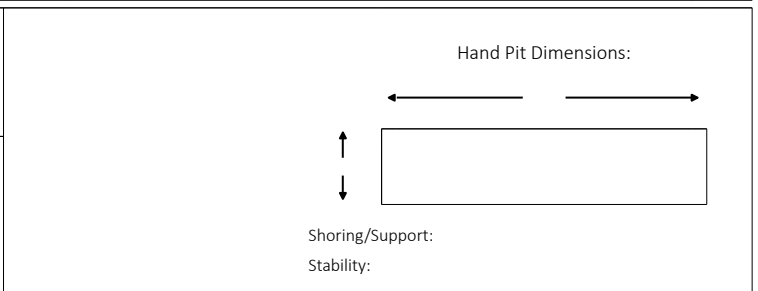
All dimensions in metres Scale 1:10	Contractor: Endeavour Drilling Plant: Hand Tools	Method: Hand Auger	Logged By: BH	Approved By:
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HAND PIT LOG				HAND PIT No HOTP08	
Client: Wates Development Ltd					
Project: Ashford Road					
Project No: 404.000010.00001	Date: 26/07/2023	Ground Level:	Co-ordinates:	Sheet 1 of 1	

SAMPLES & TESTS				Water	STRATA				Instrument Backfill
Depth	Type No	Test Type	Test Result		Reduced Level	Legend	Depth (Thickness)	DESCRIPTION	
0.20	ES						(0.25)	Grass over, brown, light brown, slightly sandy, silty clay with frequent rootlets (TOPSOIL).	
							0.25		
							0.30	Brown, light brown slightly sandy, clayey, silt with rare rootlets.	
								Hand Dug Pit Complete at 0.30m	
0.4									
0.6									
0.8									
1.0									
1.2									
1.4									

GENERAL REMARKS:
CAT scanned. Backfilled with arisings.

KEY
V = Hand Vane Shear Strength
PP = Pocket Penetrometer Shear Strength
J = Jar Sample
D = Disturbed Sample
B = Large Bulk Sample
HS = Head Space Measurement



All dimensions in metres Scale 1:10	Contractor: Endeavour Drilling Plant: Hand Tools	Method: Hand Auger	Logged By: BH	Approved By:
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Appendix C Laboratory Certificates

Biodiversity Net Gain – Ashford Road, Maidstone – Alternative Site Factual Report

Ashford Road, Maidstone

Wates Developments Ltd

SLR Project No.: 404.000010.00001

4 September 2023

ANALYTICAL REPORT

Report Number	82678-23	K920	ELEMENT ENVIRONMENTAL	Client GB05101539PO
Date Received	04-AUG-2023		LABS DEESIDE UNIT 3	26-07-2023
Date Reported	14-AUG-2023		DEESIDE POINT ZONE 3	
Project	23 12577		DEESIDE IND PK	
Reference	GB05101539PO		FLINTSHIRE	
Order Number	GB05101539PO		CH5 2UA	

Laboratory Reference		SOIL639693	SOIL639694	SOIL639695	SOIL639696					
Sample Reference		23/12577-9	23/12577-10	23/12577-11	23/12577-12					
Determinand	Unit	SOIL	SOIL	SOIL	SOIL					
pH water [1:2.5]		5.4	5.8	5.2	5.4					
Available Phosphorus (Index)	mg/l	5.0 (0)	5.8 (0)	6.6 (0)	5.2 (0)					
Available Potassium (Index)	mg/l	129 (2-)	192 (2+)	138 (2-)	169 (2-)					
Available Magnesium (Index)	mg/l	81.5 (2)	99.2 (2)	80.1 (2)	93.7 (2)					
Sand 2.00-0.063mm	% w/w	I.S.	I.S.	I.S.	I.S.					
Silt 0.063-0.002mm	% w/w	I.S.	I.S.	I.S.	I.S.					
Clay <0.002mm	% w/w	I.S.	I.S.	I.S.	I.S.					
Stones >50mm	% w/w	0.0	0.0	0.0	0.0					
Stones 20-50mm	% w/w	0.0	0.0	0.0	0.0					
Stones 2-20mm	% w/w	0.3	0.1	0.2	0.0					
Conductivity Sat CaSO4	uS/cm	I.S.	I.S.	I.S.	I.S.					
Available Sodium	mg/l	11.4	11.0	9.6	10.9					
Available Calcium	mg/l	870	885	835	820					
Organic Matter LOI	% w/w	3.9	5.0	4.4	4.6					
Total Nitrogen	% w/w	0.157	0.192	0.153	0.106					
Neutralising Value as CaCO3 eq.	% w/w	<1	<1	<1	<1					
Neutralising Value as CaO eq.	% w/w	<1	<1	<1	<1					
Total Copper	mg/kg	6.2	50.9	6.3	7.7					
Total Zinc	mg/kg	32.2	35.2	38.4	39.0					
Total Nickel	mg/kg	12.8	10.9	12.7	41.7					
Total Fresh Weight (Fresh)	g	1050.8	1007.6	1046.0	1029.7					
Total Visible Contaminants	%	0.00	0.00	0.00	0.00					
Number of Sharps	No.	0	0	0	0					
Glass/Sharps	%	0.00	0.00	0.00	0.00					
Plastic	%	0.00	0.00	0.00	0.00					

ANALYTICAL REPORT

Report Number	82678-23	K920	ELEMENT ENVIRONMENTAL	Client GB05101539PO
Date Received	04-AUG-2023		LABS DEESIDE UNIT 3	26-07-2023
Date Reported	14-AUG-2023		DEESIDE POINT ZONE 3	
Project	23 12577		DEESIDE IND PK	
Reference	GB05101539PO		FLINTSHIRE	
Order Number	GB05101539PO		CH5 2UA	

Laboratory Reference	SOIL639693	SOIL639694	SOIL639695	SOIL639696						
Sample Reference	23/12577-9	23/12577-10	23/12577-11	23/12577-12						
Determinand	Unit	SOIL	SOIL	SOIL	SOIL					
Estimated CEC	meq/100g	14.7	13.8	15.2	14.7					

Notes

Analysis Notes The sample submitted was of adequate size to complete all analysis requested.
 The results as reported relate only to the item(s) submitted for testing.
 The results are presented on a dry matter basis unless otherwise stipulated.

Document Control **This test report shall not be reproduced, except in full, without the written approval of the laboratory.**

Reported by ***Myles Nicholson***
 Natural Resource Management, a trading division of Cawood Scientific Ltd.
 Coopers Bridge, Braziers Lane, Bracknell, Berkshire, RG42 6NS
 Tel: 01344 886338
 Fax: 01344 890972
 email: enquiries@nrm.uk.com



Making Sustainability Happen

Appendix E Fungi DNA Metabarcoding Factual Report

NatureMetrics Fungi Results

Land north of Ashford Road

Wates Developments Ltd

SLR Project No.: 404.000010.00001





Thank you for choosing NatureMetrics

Please read the following information to help you understand the data in this file. For more information on how to interpret your results please see our Report Interpretation Guide. This file contains four tables: Species Data Table Percentages, Species Data Table Read Counts, Metrics by Sample Table, Quality Control Table

Species Data Table Percentages

This table provides a list of all the species detected in each of your samples. Where a species was detected in a sample, the percentage of DNA sequences assigned to that species is provided. A dash indicates that the species was not detected in the sample. Additionally, for each species the following is included:

- The OTU DNA sequence
- The taxonomic identification: Kingdom, Phylum, Class, Order, Family, Genus, Species
- The Common Name*
- IUCN Threat Status^
- Invasive status: A Yes/No status indicating whether the species is listed as invasive in the country the sample was taken from*
- Target Status: Our tests are targeted to detect certain groups of species, but species outside these targeted groups are sometimes detected incidentally. We call these Non-Targets. Non-Targets can provide useful additional information from your samples and for your project. These are reported in this table but are not included in main report and do not contribute to calculation of metrics.
- Number of samples in which the species occurs

* Only available for species named at the species level

^ Only available for species named at the species level and not applicable for Bacteria

Species Data Table Read Counts

This table is very similar to the Species Data Table Percentages table, but Read Counts (the number of DNA sequences assigned to a species) are reported for each species in each sample rather than the percentage of DNA sequences. This is useful if you intend to publish results or intend to run further analyses on the data. A dash indicates that the species was not detected in the sample.

Metrics by Sample Table

This table provides the metric values for each sample for each applicable metric. More information on how each metric is calculated is provided in the Report Interpretation Guide. The available metrics are:

- Species Richness
- Evolutionary Diversity
- IUCN Threatened Species (Not applicable to: Bacteria)
- Invasive Species (Not applicable to: Bacteria, Soil Fungi, Marine Sediment Eukaryotes, Marine Aquatic Eukaryotes)
- Bacterial Functional Diversity (Applicable only to: Bacteria)
- Fungal Functional Diversity (Applicable only to: Soil Fungi)
- Fungal:Bacterial Ratio (Applicable only to: soil samples)
- Fish Food-Chain Integrity (Applicable only to: Fish (excl sharks & rays), Vertebrates, marine samples)
- Fish: Commercial Value (Applicable only to: Fish (excl sharks & rays), Vertebrates, marine samples)
- Fish: Prevalence of Sensitive Species (Applicable only to: Fish (excl sharks & rays), Vertebrates, marine samples)
- Marine Sediment Pollution Index (Applicable only to: Marine Sediment Invertebrates)

Quality Control Table

This table provides information on each sample, an overview of how each sample progressed through each of our quality control steps and shows the outcome of what is reported. More information on each Quality Control step is provided in the Report Interpretation Guide. The table is comprised of four sections

Sample Information

- Kit ID
- Client Label: The name you gave to your sample
- Sample Type: This will be either 'Field sample' or 'Field blank'
- Volume Filtered (Applicable only to aquatic kits)
- Date Received – This is the date the sample was received at NM labs

Quality Control

- DNA Amplified (Yes/No): This shows if target DNA was amplified and sequenced
- Passed Data QC (Yes/No): This shows if a sequenced sample contained high quality data
- Target OTUs Detected (Yes/No): This shows if target species were detected. Our tests are targeted to detect certain groups of species

Percentage Reads

- % Target: The percentage of target species DNA sequences that were identified in the sample
- % Non-Target: The percentage of reads belonging to non- target species DNA sequences that were identified in the sample

Result

- Reported (Yes/No): If samples passed all QC steps and contained either target or non-target species then it is classed as reported
- Outcome (Yes/No): A statement on whether a sample was reported, if it had target species or only non-target species, and, if applicable, whether any contamination was found in Field blanks

IM-815CGN	AACCTCACCCC	Fungi	Basidiomycota	Tremellomycetes	Tremellales					Target	1	-	-	-	0.08	-
IM-3DGCT6	AGACTCAATCO	Fungi	Basidiomycota	Tremellomycetes	Tremellales	Trimorphomycetaceae				Target	5	52.10	36.42	44.58	36.52	44.58
IM-147B70	AATCTCAACCA	Fungi	Basidiomycota	Tremellomycetes	Trichosporonales	Trichosporonaceae				Target	2	-	0.07	-	-	0.20
IM-0100XP	CTAAAAAAT	Fungi	Glomeromycota	Glomeromycetes						Target	1	-	-	-	0.04	-
IM-0642QW	ACACCTCACTA	Fungi	Zygomycota		Umbelopsidales	Umbelopsidaceae	<i>Umbelopsis</i>			Target	1	-	-	-	-	0.07
IM-M3V170	AACACCTCAAC	Fungi	Zygomycota	Mortierellomycetes	Mortierellales	Mortierellaceae				Target	5	9.88	11.68	2.16	0.71	7.35
IM-GHK703	AACACCTCAAC	Fungi	Zygomycota	Mortierellomycetes	Mortierellales	Mortierellaceae				Target	5	1.76	4.62	0.66	0.04	0.74
IM-5H887Q	AACACCTCAAA	Fungi	Zygomycota	Mortierellomycetes	Mortierellales	Mortierellaceae				Target	5	0.05	0.71	0.05	0.05	0.19
IM-86AU10	AACACCTCAAC	Fungi	Zygomycota	Mortierellomycetes	Mortierellales	Mortierellaceae				Target	3	0.05	0.06	-	-	0.05
IM-6YF0D6	AACACCTCAAA	Fungi	Zygomycota	Mortierellomycetes	Mortierellales	Mortierellaceae				Target	1	-	0.04	-	-	-
IM-6H8LU7	AACACCTCAAC	Fungi	Zygomycota	Mortierellomycetes	Mortierellales	Mortierellaceae	<i>Gamsiella</i>			Target	5	0.32	0.03	0.13	0.10	0.07
IM-S9ZV4E	AACACCTCAAA	Fungi	Zygomycota	Mortierellomycetes	Mortierellales	Mortierellaceae	<i>Mortierella</i>			Target	3	0.06	0.06	-	-	0.42
IM-S6B1US	AACACCTCAAA	Fungi	Zygomycota	Mortierellomycetes	Mortierellales	Mortierellaceae	<i>Mortierella</i>			Target	5	0.03	0.12	0.03	0.03	0.04
IM-H1019Y	ATACTTCTCTG	Fungi	Zygomycota	Mucoromycetes	Mucorales	Cunninghamellaceae	<i>Absidia</i>			Target	1	0.10	-	-	-	-
IM-B05N06	ATACTTCTCTG	Fungi	Zygomycota	Mucoromycetes	Mucorales	Cunninghamellaceae	<i>Absidia</i>			Target	1	-	-	-	-	0.04
IM-38RMN9	ATACTTCTCTG	Fungi	Zygomycota	Mucoromycetes	Mucorales	Cunninghamellaceae	<i>Absidia</i>	<i>Absidia cylindraspora</i>		Target	2	0.10	-	-	-	0.29
IM-4PMP13	ATACTTCTCTG	Fungi	Zygomycota	Mucoromycetes	Mucorales	Cunninghamellaceae	<i>Absidia</i>	<i>Absidia cylindraspora</i>		Target	1	0.07	-	-	-	-
IM-FU7154	CCCAAAATCTC	Fungi	Zygomycota	Mucoromycetes	Mucorales	Cunninghamellaceae	<i>Gangranella</i>	<i>Gangranella butleri</i>		Target	4	0.05	0.23	0.15	0.23	-
IM-47QS4U	ACACCCACAT	Fungi	Zygomycota	Mucoromycetes	Mucorales	Mucoraceae				Target	4	0.05	0.22	0.07	-	0.14

IM-815CGN	AACCTCACCCC	Fungi	Basidiomycota	Tremellomycetes	Tremellales						Target	1	-	-	-	60	-
IM-3DGCT6	AGACTCAATCO	Fungi	Basidiomycota	Tremellomycetes	Tremellales	Trimorphomycetaceae					Target	5	41432	31135	35450	27377	31618
IM-147B70	AATCTCAACCA	Fungi	Basidiomycota	Tremellomycetes	Trichosporonales	Trichosporonaceae					Target	2	-	57	-	-	139
IM-0100XP	CTAAAAAAAT	Fungi	Glomeromycota	Glomeromycetes							Target	1	-	-	-	27	-
IM-0642QW	ACACCTCACTA	Fungi	Zygomycota		Umbelopsidales	Umbelopsidaceae	<i>Umbelopsis</i>				Target	1	-	-	-	-	51
IM-M3V170	AACACCTCAAC	Fungi	Zygomycota	Mortierellomycetes	Mortierellales	Mortierellaceae					Target	5	7861	9986	1715	531	5216
IM-GHK703	AACACCTCAAC	Fungi	Zygomycota	Mortierellomycetes	Mortierellales	Mortierellaceae					Target	5	1397	3950	521	33	526
IM-5H887Q	AACACCTCAAA	Fungi	Zygomycota	Mortierellomycetes	Mortierellales	Mortierellaceae					Target	5	43	609	37	35	135
IM-86AU10	AACACCTCAAC	Fungi	Zygomycota	Mortierellomycetes	Mortierellales	Mortierellaceae					Target	3	40	50	-	-	33
IM-6YF0D6	AACACCTCAAA	Fungi	Zygomycota	Mortierellomycetes	Mortierellales	Mortierellaceae					Target	1	-	32	-	-	-
IM-6H8LU7	AACACCTCAAC	Fungi	Zygomycota	Mortierellomycetes	Mortierellales	Mortierellaceae	<i>Gamsiella</i>				Target	5	257	29	103	78	51
IM-S9ZV4E	AACACCTCAAA	Fungi	Zygomycota	Mortierellomycetes	Mortierellales	Mortierellaceae	<i>Martirella</i>				Target	3	44	53	-	-	298
IM-S6B1US	AACACCTCAAA	Fungi	Zygomycota	Mortierellomycetes	Mortierellales	Mortierellaceae	<i>Martirella</i>				Target	5	25	100	22	21	25
IM-I1019Y	ATACTTCTCTC	Fungi	Zygomycota	Mucoromycetes	Mucorales	Cunninghamellaceae	<i>Absidia</i>				Target	1	80	-	-	-	-
IM-B05N06	ATACTTCTCTC	Fungi	Zygomycota	Mucoromycetes	Mucorales	Cunninghamellaceae	<i>Absidia</i>				Target	1	-	-	-	-	25
IM-38RMN9	ATACTTCTCTC	Fungi	Zygomycota	Mucoromycetes	Mucorales	Cunninghamellaceae	<i>Absidia</i>	<i>Absidia cylindraspora</i>			Target	2	82	-	-	-	209
IM-4PMP13	ATACTTCTCTC	Fungi	Zygomycota	Mucoromycetes	Mucorales	Cunninghamellaceae	<i>Absidia</i>	<i>Absidia cylindraspora</i>			Target	1	56	-	-	-	-
IM-FU7154	CCCAAAATCTC	Fungi	Zygomycota	Mucoromycetes	Mucorales	Cunninghamellaceae	<i>Gangranella</i>	<i>Gangranella butleri</i>			Target	4	37	198	120	171	-
IM-47QS4U	ACACCCACAT	Fungi	Zygomycota	Mucoromycetes	Mucorales	Mucoraceae					Target	4	42	188	58	-	96



Metrics by Sample Table

Sample ID	Sample Type	Species Richness (number of OTUs)	Number of OTUs named at species level	Evolutionary Diversity	Fungal Functional Diversity
HDTP01	Client sample	100	16	26.9	1.33
HDTP02	Client sample	121	17	30.48	1.4
HDTP03	Client sample	88	13	22.48	1.23
HDTP05	Client sample	102	14	28.2	1.49
HDTP07	Client sample	87	15	26.36	1.4



Quality Control Table

Kit ID	NMID	Sample ID	Sample Type	Volume Filtered	Date Received	DNA Amplified	Sequencing QC	Target OTUs Detected	% Target	% Non-Target	Reported	Comment
SSC-01-01493	33857	HDTP01	Client Sample	NA	02/8/2023	Yes	Yes	Yes	100	0	Yes	Sample reported
SSC-01-01490	33858	HDTP02	Client Sample	NA	02/8/2023	Yes	Yes	Yes	100	0	Yes	Sample reported
SSC-01-01492	33859	HDTP03	Client Sample	NA	02/8/2023	Yes	Yes	Yes	100	0	Yes	Sample reported
SSC-01-01491	33860	HDTP05	Client Sample	NA	02/8/2023	Yes	Yes	Yes	100	0	Yes	Sample reported
SSC-01-01489	33861	HDTP07	Client Sample	NA	02/8/2023	Yes	Yes	Yes	100	0	Yes	Sample reported

