Dated 20/03/2026

Conservation Covenant Agreement

Nutrient Neutrality

pursuant to section 117 of the Environment Act 2021

relating to Stodmarsh Stream (Site: land on the South East side of Steeds Lane Kingsnorth Ashford)

Between:

(1) DACE ENVIRONMENTAL LIMITED

- and -

(2) RSK BIOCENSUS LIMITED

Contents

This Conservation Covenant is dated

Parties:

(1) **DACE Environmental Limited** (a private limited company registered in England and Wales with registered number 16349638) whose registered office is at Minstead Sandling Road, Saltwood, Hythe, England, CT21 4HJ (the **Owner**); and

(2) **RSK Biocensus Limited** (a private limited company registered in England and Wales with registered number 04364279) whose registered office is at Spring Lodge, 172 Chester Road, Helsby, Frodsham, England WA6 0AR (the **Responsible Body**).

Introduction

(A) The Owner holds a 'qualifying estate' in the Mitigation Site for the purpose of section 117(4) of the 2021 Act and shall comply with the Owner terms and covenants contained in this Conservation Covenant.

(B) The Owner is freehold owner in respect of the Mitigation Site which is registered at HM Land Registry under title number(s): _____.

(C) The Owner agrees to enter into this agreement with the Responsible Body regarding the Mitigation Site with the intention to create provisions which are of a qualifying kind, have a conservation purpose and are intended by the Parties to be for the public good (the **Conservation Covenant**).

(D) The Responsible Body (pursuant to section 119 of the 2021 Act) is the body responsible for enforcing the terms of this Conservation Covenant.

(E) This Conservation Covenant is made pursuant to Section 117 of the 2021 Act and the Parties agree that this Conservation Covenant is intended to be a Conservation Covenant and shall bind the Owner and all successors in title and assigns and the persons claiming under or through the Owner.

(F) This Conservation Covenant is entered into to ensure that the Mitigation Site provides Nutrient Mitigation to satisfy the requirements of the Habitat Regulations. The Owner covenants with the Responsible Body on their own behalf and on behalf of their successors in title and assigns and any person claiming title through or under them to perform the obligations contained in Schedule 1 of this Conservation Covenant.

Agreed Terms

1 **Interpretation**

1.1 The following definitions and rules of interpretation apply in this Conservation Covenant:

1990 Act	the Town and Country Planning Act 1990.
2021 Act	the Environment Act 2021.
Allocation	means the attribution of any Nutrient Mitigation Credits by the Owner towards a development in the Catchment,

	organisation or other third party to offset that developments requirement to show it is nutrient neutral (and "**Allocate**" and "**Allocated**" and "**Allocations**" shall be constructed accordingly).
Alternative Responsible Body	a body approved pursuant to section 119 of the 2021 Act.
Catchment	means the Stour River Basin Catchment
CIEEM	the Chartered Institute of Ecology and Environmental Management.
Conservation Purpose	the use of the Mitigation Site for a qualifying purpose of a qualifying kind in accordance with section 117 of the Environment Act 2021, which has a conservation purpose and is intended by the Parties to be for the public good.
Covenant Period	the period commencing on the date of the Works Completion Certificate and continuing for a period of 85 years thereafter.
Deed of Release	the deed of release substantially in the form appended to this Conservation Covenant at Appendix 2.
Default Interest Rate	5% (five percent) over the Bank of England Base Rate from time to time.
Dispute	has the meaning set out in clause 9.1.
Enhancement Works	the works set out and described in the Stodmarsh Stream Enhancement Scheme Delivery Proposal annexed to this Conservation Covenant at Appendix 4;
Expert	an independent and professionally qualified expert with relevant experience in the field of the matter in dispute who has been appointed pursuant to Clause 10 of this Conservation Covenant and for the avoidance of doubt any expert on ecology matters shall be a member of CIEEM and for the further avoidance of doubt the Expert shall be entitled to get legal support in any matter referred to them where appropriate to do so.
Force Majeure Event	a circumstance not within the control of the Owner comprising an act of God such as (but not limited to) drought, flood or other natural disaster or the compulsory acquisition of the Mitigation Site by an acquiring authority under compulsory purchase powers.
Fundamental Breach	a breach of the obligation 1.2 of Schedule 1 in this Conservation Covenant which wholly undermines the Conservation Purpose excluding a Force Majeure Event, **Provided That** a Fundamental Breach shall not be

	deemed to have arisen where the Nutrient Monitoring Works has been materially carried out.
Habitat Regulations	The Conservation of Habitats and Species Regulations 2017 (as amended).
Index	Means the Consumer Price Index published by the Office for National Statistics (or any successor government body minister or department).
Index Linked	means all payments expressed in this Deed are to be increased from the date of this Deed to the date of payment by reference to the Index applying the following formula: ***D*** *=* ***A*** *x* ***B/C*** *where:* ***A*** *= the sum stated to be payable in this Deed;* ***B*** *= the last Index figure published prior to the payment date;* ***C*** *= the last Index figure last published prior to the date of this Deed; and* ***D*** *= the sum payable to the Responsible Body*
Insolvency Event	one of the following: (a) a winding up order is made by the Court; (b) an administrator is appointed pursuant to the provisions of Schedule B1 of the Insolvency Act 1986; (c) a receiver, liquidator provisional liquidator, administrative receiver is appointed in respect of it or any of its assets; (d) a resolution is passed for its winding up, liquidation or reorganisation (save for the purposes of a solvent reorganisation); or (e) an order is made for a moratorium under Part A1 and Schedule ZA1 of the Insolvency Act 1986.
Liability Cap	means the sum of [redacted]
Long Stop Date	means two years from the date of this Agreement.
Mitigation Site	land known as land on the South East side of Steeds Lane Kingsnorth Ashford as shown edged red and blue on the Plan(s) at Appendix 1.
Monitoring Pack	Information required by the Responsible Body to verify the compliance with this Conservation Covenant, including:

a) an up-to-date Nutrient Mitigation Credit Sale Register; and

b) a detailed log setting out the management and monitoring actions carried out at the Mitigation Site.

Natural England's Discretionary Advice Letter — The letter appended to Appendix 3 in which Natural England confirms the Enhancement Works will generate the Nutrient Mitigation Capacity

Nutrient Mitigation — the creation of Nutrient Mitigation Credits resulting from the Scheme that can be Allocated to a development draining to the Catchment to fulfil its requirement to mitigate the anticipated nutrient loading of that development on the Catchment.

Nutrient Mitigation Capacity — the total Nutrient Mitigation Credits resulting from the Scheme.

Nutrient Mitigation Credits — the measure of one kilogram of Nutrient Mitigation (as identified in the Natural England's Discretionary Advice Letter) (based on a conversion of 1 kilogram of nitrogen or phosphorus equating to 1 credit) on the Mitigation Site pursuant to this Conservation Covenant.

Nutrient Mitigation Credit Number — 3,307.2 Nutrient Mitigation Credits in respect of nitrogen and 147.2 Nutrient Mitigation Credits in respect of phosphorus available from the Mitigation Site as forming part of the wider credits confirmed in Natural England's Discretionary Advice Letter.

Nutrient Mitigation Credit Completed Sale Confirmation — written confirmation by way of letter or email to a Nutrient Mitigation Credit Purchaser confirming the completed Sale of a Nutrient Mitigation Credit from the Owner, or their agent, to the purchaser which shall specify the following:

(a) the identity of the Nutrient Mitigation Credit Purchaser including the address (which, if the Nutrient Mitigation Credit Purchaser is a company shall be its registered office address) and contact details to include an email address and telephone number;

(b) the specific development (with planning reference number) in relation to which the Nutrient Mitigation Credit(s) has or have been Sold being within the Catchment;

(c) the number of Nutrient Mitigation Credit(s) Sold.

Nutrient Mitigation Credit Purchaser — a purchaser of a Nutrient Mitigation Credit(s).

Nutrient Mitigation Credit Sale Register — a register maintained by the Owner containing the following:

(a) the total available Credits from the Mitigation Site (updated after each and every Nutrient Mitigation Credit Sale); and

(b) all the details listed at (a) to (c) within the definition Nutrient Mitigation Credit Completed Sale Confirmation for each Sale of Nutrient Mitigation Credits from the Mitigation Site.

Nutrient Monitoring Works works for the monitoring of the Mitigation Site to ensure delivery of the Scheme.

Plan the plan attached at Appendix 1.

Relevant Event means any of the following events:

a) a change in the law; or

b) a decision of a Court, tribunal, Secretary of State, or other decision maker with competence; or

c) a change in Natural England's custom or practice; or

d) a change in scientific opinion based on evidence; or

e) a change in industry practices or in the generally accepted calculation methods for the type or extent of land required to provide Nutrient Mitigation Credits,

that is accepted in writing by both Natural England and the relevant local planning authority and results in any of the following:

a) offsite nitrate mitigation not being required in relation to development in the Catchment;

b) Nutrient Mitigation Credits not being required for development in the Catchment; or

c) taking the Mitigation Site (or part thereof) out of nutrient production not being considered to be an effective form of offsite nutrient mitigation.

PROVIDED THAT the relevant local planning authority has expressly stated in writing that obligations of the same nature as this Conservation Covenant need no longer be complied with in relation to the Mitigation Site (or part thereof) notwithstanding that any Nutrient Mitigation Credits have already been Allocated and attributed to a development.

Remaining Nutrient Mitigation Capacity	the available Nutrient Mitigation Capacity on the Nutrient Mitigation Credit Sale Register which can be Allocated to a development within the Catchment.
Sale/ Sold	the transfer of any Nutrient Mitigation Credit or part thereof to a third party for a monetary value or any other consideration following or full payment of the balance payable following an earlier deposit payment.
Scheme	the carrying out and completion of the Enhancement Works and management of the Mitigation Site in accordance with the Stodmarsh Stream Enhancement Scheme Delivery Proposal appended to Annex 4 throughout the Covenant Period and in accordance with the terms of this Conservation Covenant.
Secretary of State	the Secretary of State from time to time for the Environment, Food and Rural Affairs.
Works Completion Certificate	a certificate issued by the Responsible Body to the Owner in accordance with Schedule 1 paragraph 2.2 confirming that the Enhancement Works have been completed.

1.2 Clause headings shall not affect the interpretation of this Conservation Covenant.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.6 A reference to this Conservation Covenant or to any other deed or document referred to in this Conservation Covenant is a reference to this Conservation Covenant or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this Conservation Covenant) from time to time.

1.7 References to recitals, clauses, schedules, paragraphs, appendices and plans are to the recitals, clauses, plans and paragraphs to the schedules and appendices of this Conservation Covenant. For the avoidance of doubt all schedules and appendices attached to this Conservation Covenant form part of this Conservation Covenant and are legally binding.

1.8 Wherever there is more than one person named as a Party and where more than one Party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

1.9 References to any Party to this Conservation Covenant shall include the successors in title to that Party and to any deriving title through or under that Party and in the case of the Responsible Body the successors to its statutory functions.

1.10 Any obligation, covenant, undertaking or agreement by any Party to this Conservation Covenant not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit, procure or allow the doing of that act or thing.

1.11 Where the agreement, acceptance, consent, approval or satisfaction of the Responsible Body or the Owner are required under the terms of this Conservation Covenant such agreement, acceptance, consent, approval or satisfaction shall not be unreasonably withheld or delayed.

1.12 If any provision or part-provision of this covenant is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 1.12 shall not affect the validity and enforceability of the rest of this Conservation Covenant.

1.13 This Conservation Covenant constitutes the whole agreement between the Parties and supersedes all previous agreements, whether written or oral, between the Parties relating to its subject matter.

2 Statutory Provisions

2.1 This Conservation Covenant is made pursuant to Section 117, Section 118 and Section 119 of the 2021 Act and all other enabling powers with the intention that it is a Conservation Covenant between the Owner and the Responsible Body, enforceable by the Responsible Body against the Owner's successors in title pursuant to Section 122 of the 2021 Act.

2.2 The Parties agree that the Owner's interest in the Mitigation Site is a qualifying estate pursuant to section 117(4) of the 2021 Act.

2.3 The Parties agree and acknowledge that the provisions of this Conservation Covenant have a Conservation Purpose.

2.4 The Parties intend that this Conservation Covenant is to be for the public good.

3 Owner's Consent

3.1 The Parties acknowledge that the Responsible Body enters into this Conservation Covenant after reviewing the Natural England's Discretionary Advice letter, title documents, ecological reports and surveys provided to the Responsible Body by the Owner and after completing its own due diligence checks on the viability of the proposals for the Mitigation Site from those documents.

3.2 The Owner covenants with the Responsible Body so as to bind its interest in the Mitigation Site as set out in Schedule 1 of this Conservation Covenant.

3.3 The Parties acknowledge that the Owner may enter into other contracts to deliver ecosystem services or to create other forms of environmental benefits or credits in relation to the Mitigation Site, provided that those other contracts do not:

3.3.1 cause a Fundamental Breach of this Conservation Covenant;

3.3.2 materially restrict the Owner's ability to comply with their obligations under this Conservation Covenant;

3.3.3 breach any laws or applicable government guidance on the 'stacking' of environmental credits;

3.3.4 result in the sale of Nutrient Mitigation Credits into the voluntary nature markets without the written consent of the Responsible Body.

4 Release of Mitigation Site from the Obligations Contained in This Conservation Covenant

4.1 The Owner may modify or discharge all of the Mitigation Site from the obligations contained in this Conservation Covenant by giving notice in writing to the Responsible Body (the **Site Release Notice**) where, at the date of the Release Notice no Nutrient Mitigation Credits realised from the Mitigation Site have been Sold from all or part of the Mitigation Site.

4.2 The Owner may also modify or discharge part of the Mitigation Site from the obligations contained in this Conservation Covenant by giving notice in writing to the Responsible Body (the **Partial Release Notice**) provided that no Nutrient Mitigation Credits have been Sold from the relevant part of the Mitigation Site which shall be evidenced by the Owner providing plans of the areas of the Mitigation Site Allocated to a Sale which shall be no less than the relevant Nutrient Credits required for such Sale.

4.3 Where the Site Release Notice or Partial Release Notice has been given in accordance with the provisions of this clause and requests release of all of the Mitigation Site the Parties shall enter into a Deed of Release substantially in the form contained in Appendix 2 as soon as is reasonably possible and the Responsible Body shall within five (5) Working Days of completion of the Deed of Release secure the release of this Conservation Covenant from its registration as a local land charge from HM Land Registry or with the relevant local authority from the relevant part of the Mitigation Site to which the Site Release Notice or Partial Release Notice relates.

4.4 The Owner may also modify or discharge part of the Mitigation Site from the obligations contained in this Conservation Covenant by giving notice in writing to the Responsible Body (the **Partial Release Notice**) provided that no Nutrient Mitigation Credits have been Sold from the relevant part of the Mitigation Site which shall be evidenced by the Owner providing plans of the areas of the Mitigation Site Allocated to a Sale which shall be no less than the relevant Nutrient Credits required for such Sale.

4.5 Where the Responsible Body and the Owner agree to release the covenants and obligations contained in this Conservation Covenant on part of the Mitigation Site in accordance with clauses 4.3 and 4.4 or following resolution of a Dispute in accordance with clause 9 and 10 then the Parties shall enter into a Deed of Release in substantially the form contained in Appendix 2 as soon as is reasonably possible, and, following the completion of a Deed of Release the Responsible Body shall within five (5) Working Days of the date of the Deed of Release update or replace the entry regarding the Mitigation Site as a local land charge with the Deed of Release to HM Land Registry or with the relevant local authority.

4.6 The Owner shall pay the reasonable and proper costs of the Responsible Body incurred pursuant to this clause 4.

5 Miscellaneous Provisions

5.1 No person shall be liable for any breach of a covenant, restriction or obligation contained in this Conservation Covenant after parting with all of its interest in the Mitigation Site, or parting with its interest in that part of the Mitigation Site to which the relevant covenants, restrictions

or obligation relates save in respect of any breach subsisting prior to parting with such interest.

5.2 Insofar as any provision of this Conservation Covenant is found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Conservation Covenant.

5.3 All information provided by each Party that is not already in the public domain will remain confidential unless either Party is legally required to disclose it or either Party authorises its release in writing to specifically named parties.

6 Transitionary Period

The Parties shall, at the request of the Owner, use reasonable endeavours in good faith to agree such variations to this Conservation Covenant as shall be required in order to enable the Sale of Nutrient Mitigation Credits in accordance with the 2021 Act, the 1990 Act, the Habitat Regulations and such other regulations enacted pursuant to them regarding Nutrient Mitigation.

7 Local Land Charge

This Conservation Covenant is a local land charge and application for registration shall be sent to the Land Registry or applicable local authority by the Responsible Body within three Working Days of execution of this Conservation Covenant.

8 Interest on Late Payment

Any sum or amount that has not been paid to the Responsible Body by the date it is due under the terms of this Conservation Covenant shall accrue interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

9 Disputes

9.1 The Parties shall act in good faith to resolve any dispute, claim or proceeding arising out of or relating to this Conservation Covenant (a **Dispute**) and where applicable in accordance with the provisions in this clause 9.

9.2 The Parties agree and acknowledge that no Party shall be liable for the breach of any covenant contained in this Conservation Covenant which arises as a direct result of a Force Majeure Event.

9.3 Where the Responsible Body reasonably considers that there has been a breach of the covenants of this Conservation Covenant the Responsible Body shall:

9.3.1 give written notice to the Owner stating the nature of the breach, the steps that it considers are required to remedy the breach and the timetable for undertaking those steps (the **Initial Notice**);

9.3.2 discuss with the Owner and give the Owner a reasonable opportunity to discuss the Initial Notice;

9.3.3 take into account any reasonable representations made by the Owner in relation to the Initial Notice and the matters specified within it.

9.4 Following the steps set out at clause 9.3, the Responsible Body will give written notice to the Owner detailing the breach of this Conservation Covenant, the steps it requires to be taken to remedy the breach and the timetable for undertaking such actions (the **Final Notice**).

9.5 If after a period of three (3) months from the date the Responsible Body served the Initial Notice referred to at clause 9.3.1 on the Owner and in accordance with clause 9.3 of this Conservation Covenant, the Responsible Body and the Owner have been unable to agree on the issues the Parties or either Party may refer the issue(s) to an Expert in accordance with clause 10.

9.6 If at any time the Responsible Body acting reasonably notifies the Owner in writing that it believes that a Fundamental Breach has arisen and the Fundamental Breach has not been remedied in accordance with a Final Notice and the Responsible Body wishes to take action to remedy the Fundamental Breach, then the Owner may be required to pay to the Responsible Body within thirty (30) Working Days of the date of such notification a sum which the Responsible Body estimates to be reasonably necessary for the Responsible Body to make good the Fundamental Breach in accordance with the Final Notice subject to clause 10.1.

9.7 If the Owner does not disagree with the Initial Notice and does not use reasonable endeavours to remedy the breach in accordance with the Final Notice and within the timetable specified in the Final Notice, the Responsible Body may pursue all legal remedies.

10 Expert Determination

10.1 In the event of:

10.1.1 a Dispute as to whether or not a Party is, where applicable, performing its obligations, or exercising its rights in this Conservation Covenant; or

10.1.2 a Dispute as to the proposed sum pursuant to clause 9.6; or

10.1.3 any other type of Dispute where the disputing Parties agree that Expert dispute resolution is appropriate; or

10.1.4 a dispute over the calculation of the Remaining Nutrient Mitigation Capacity following a recalculation as per Schedule 1 paragraph 9.1;

then clauses 10.2 to 10.8 shall apply.

10.2 Where there is a Dispute to which clause 10.1 applies has not been resolved within twenty (20) Working Days the Parties shall use reasonable endeavours to agree the identity of an Expert and instruct an Expert jointly.

10.3 In the event the Parties cannot agree on the identity of an Expert, then after 20 (twenty) Working Days from the date of either Party notifying the other that it is seeking to agree an Expert, either Party may refer the Dispute to an Expert (appointed in accordance with clause 10.4) whose decision shall be final and binding on the Parties in the absence of manifest error and their costs shall be payable by the Parties in such proportion as the Expert shall determine and failing such determination shall be borne by the disputing Parties in equal shares.

10.4 Any Expert shall be appointed by agreement of the Parties or otherwise by:

10.4.1 the President (Vice President) of CIEEM where the matter concerns ecology;

10.4.2 the President (or Deputy) of the Law Society where the matter concerns the construction or meaning of this Conservation Covenant (or related document); and

10.4.3 the President (or Deputy) of the Royal Institute of Chartered Surveyors in all other circumstances

10.5 Unless the Expert shall direct to the contrary, not more than twenty (20) Working Days after their appointment the Parties shall exchange and copy to the Expert written summaries of their cases together with a bundle of key documents relied upon.

10.6 The Owner shall permit the Expert to visit the Mitigation Site unaccompanied and the Parties agree that the Expert may call for such written evidence from the disputing Parties as they may require.

10.7 The terms of appointment for the Expert shall include the following terms:

10.7.1 that Expert shall not, unless they direct to the contrary, hear oral representations from any Party;

10.7.2 that the Expert shall fully consider all submissions and evidence when making their decision;

10.7.3 any decision shall be in in writing and reasons for the decision shall be given;

10.7.4 that the Expert shall use all reasonable endeavours to give their decision and the reasons for it as speedily as possible and in any event within thirty (30) Working Days of their receipt of the bundle referred to at 10.5;

10.7.5 that any Expert howsoever appointed shall be subject to the express requirement that a decision is reached and communicated to the Parties within the minimum practicable timescale allowing for the nature and complexity of the Dispute.

11 No Fetter of Discretion

Nothing herein contained or implied shall prejudice or affect the rights discretions powers duties and obligations of the Responsible Body under all statutes, statutory instruments, orders and regulations in the exercise of its functions as a Responsible Body.

12 Waiver

No waiver (whether express or implied) by the Responsible Body of any breach or default by the Owner performing or observing any of the obligations, terms or conditions of this Conservation Covenant shall constitute a continuing waiver and no such waiver shall prevent the Responsible Body from enforcing any of the said obligations terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Parties.

13 Notices

13.1 Any notice or other communication to be given under this Conservation Covenant must be sent to:

13.1.1 in the case of the Responsible Body for the attention of [redacted] or his replacement or any Director of RSK Biocensus Limited via email to: [redacted] and [redacted];

13.1.2 in the case of the Owner to [redacted] or their replacement via email to [redacted],

or as otherwise specified in writing by the Parties to each other from time to time.

13.2 Any notice or other communication given in accordance with this clause will be deemed to have been received:

13.2.1 if delivered by hand, on signature of a delivery receipt provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;

13.2.2 if sent by pre-paid first class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting; or

13.2.3 if delivered by commercial courier on the date and at the time that the courier's delivery receipt is signed.

14 Cancellation of Land Charges Entries

14.1 On the written request of the Owner at any time after each or all of the obligations in this Conservation Covenant have been performed or otherwise discharged (and subject to the payment of the Responsible Body's reasonable and proper costs) the Responsible Body will as soon as reasonably practicable issue a written confirmation of such performance or discharge provided that the Responsible Body is satisfied that such obligations have been performed in full.

14.2 Following the Responsible Body's satisfaction pursuant to clause 14.1 that performance and full satisfaction of all the terms of this Conservation Covenant have been satisfactorily carried out or if this Conservation Covenant is determined other than in the circumstances set out in clause 4.2 – 4.4 of this Conservation Covenant, the Responsible Body shall as soon as reasonably practicable on the written request of the Owner seek to secure cancellation of all entries made in the local land charges register in respect of this Conservation Covenant by the Land Registry or the relevant local authority.

15 Third Party Rights

A person who is not a Party to this Conservation Covenant shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Conservation Covenant.

16 Jurisdiction

This Conservation Covenant is governed by and interpreted in accordance with the law of England.

17 Mortgagees

17.1 This Conservation Covenant shall not be enforceable against any mortgagee or chargee from time to time which shall have the benefit of a mortgage or charge over the whole or part of the Mitigation Site unless and until such mortgagee or chargee is in possession of the Mitigation Site or that part of the Mitigation Site over which it has a mortgage or charge, in which case it too will (in respect of the Mitigation Site or relevant part of the Mitigation Site

over which it has a mortgage or charge) be bound by the obligations as if it were a Party deriving title from the Owner.

17.2 For the avoidance of doubt, any buyer purchasing the Mitigation Site or any part of it from the mortgagee or chargee exercising a power of sale shall be bound by the terms of this Conservation Covenant.

18 Commencement

This Conservation Covenant shall come into effect upon the date of this Conservation Covenant.

19 Termination

19.1 Subject to clause 19.2 and 19.3, the Responsible Body may at its sole discretion terminate this Conservation Covenant where either:

19.1.1 a Fundamental Breach has occurred (and has not been remedied in accordance with this Conservation Covenant); or

19.1.2 an Insolvency Event has occurred in relation to the Owner.

19.2 In the event the Responsible Body elects to terminate this Conservation Covenant pursuant to clause 19.1 the Owner or in the case of an Insolvency Event the Owner's administrator, liquidator or receiver shall seek to modify or release that part of the Mitigation Site by entering into a Deed of Release to this Conservation Covenant.

19.3 This Conservation Covenant may be otherwise terminated by agreement with the Parties only in respect of any Nutrient Mitigation Credits realised from the Mitigation Site which have not yet been Sold in accordance with clause 4 or in respect of land within the Mitigation Site from which no Nutrient Mitigation Credit has been realised in accordance with clause 4.

19.4 If a Relevant Event occurs, the Owner may terminate this Conservation Covenant by service of a notice on the Responsible Body in accordance with clause 13.

20 Insurance

20.1 The Owner shall at its own expense maintain insurance in respect of all third party liability risks in relation to the Mitigation Site to provide cover in respect of total claims of not less than one (1) million pounds.

20.2 The Owner shall provide evidence that such insurance has been affected and shall provide a copy of the insurance to the Responsible Body prior to the Sale of the first Nutrient Mitigation Credit and thereafter upon the reasonable request of the Responsible Body not more than once in each calendar year.

20.3 The Owner shall ensure that the insurance approved in accordance with clause 20.120.1 shall be kept in place for the Covenant Period.

21 Limitation of Liability

21.1 The restrictions on liability in this clause 21 apply to every liability arising under or in connection with this Conservation Covenant including liability in contract, tort (including negligence), misrepresentation, restitution, under any indemnity or otherwise.

21.2 Nothing in these clauses shall limit or exclude either Party's liability for death or personal injury resulting from negligence, for fraud or fraudulent misrepresentation or any matter in respect of which it would be unlawful for either Party to restrict or exclude liability.

21.3 Subject to clauses 21.1 and 21.2, the Responsible Body's total liability under or in connection with this Conservation Covenant, whether in contract, shall not exceed the Liability Cap

21.4 Subject to clauses 21.1 and 21.2, the Owner's total liability under or in connection with this Conservation Covenant, whether in contract, tort (including negligence), or otherwise shall not exceed the Liability Cap

21.5 Except as set out in these clauses, all warranties, conditions and other terms whether express or implied by statute, or common law or otherwise are, to the fullest extent permitted by law, excluded from this Conservation Covenant.

21.6 This Conservation Covenant shall not be enforceable against:

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

21.6.2 any person whose only interest in the Mitigation Site or any part of it is in the nature of the benefit of an easement or covenant.

22 **Assignment**

22.1 The Responsible Body may novate, assign or otherwise deal or dispose of the benefit or burden of its interests in this Conservation Covenant to an Alternative Responsible Body or the Secretary of State.

22.2 The Owner shall enter at the Responsible Body's cost, such costs to be reasonable and proper, into a deed of novation in a form reasonably required by the Responsible Body and the Alternative Responsible Body or the Secretary of State as relevant.

22.3 The Responsible Body shall provide notice of the novation, assignment or other dealing or disposal of its interest in this Conservation Covenant to the Owner in accordance with clause 13.

This Conservation Covenant has been executed as a deed, is delivered, and takes effect on the date stated at the beginning of it.

Schedule 1

1 Covenants by the Owner

1.1 The Owner covenants with the Responsible Body with the intent to bind the Mitigation Site to observe and perform the covenants, restrictions and obligations contained in this Conservation Covenant from the commencement of this Conservation Covenant until the end of the Covenant Period

1.2 The Owner covenants with the Responsible Body:

1.2.1 to carry out and diligently complete the Enhancement Works by the Long Stop Date

1.2.2 from the date hereof and throughout the Covenant Period:

(a) to comply with the provisions of the Stodmarsh Stream Enhancement Scheme Delivery Proposal appended to Annex 4;

(b) not to use, or allow the use of, the Mitigation Site for any use that would increase the nutrient load at the Mitigation Site; and

(c) not to encumber or otherwise deal with its interest in the Mitigation Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Conservation Covenant are rendered impossible to carry out.

1.3 The Owner covenants that there are no other interests (legal or equitable) or of a 'qualifying estate' (as defined by section 117(4) of the 2021 Act) in the Mitigation Site at the date of this Conservation Covenant.

1.4 The Owner covenants that it has undertaken detailed geographical, geological, hydrological and technical studies as necessary, or other studies as requested by the Responsible Body, to determine that no part of the Mitigation Site is subject to any constraints which would be reasonably capable of affecting its suitability as a Mitigation Site for the Conservation Purpose and realisation of Nutrient Mitigation Credits for the duration of the Covenant Period.

1.5 This Conservation Covenant binds such right and interest the Owner holds in the land edged in blue in Appendix 1 of this Conservation Covenant.

1.6 As soon as reasonably practicable from the date hereof, the Owner shall diligently pursue an application to the Land Registry to register or rectify the title to the Mitigation Site so that the land edged in blue in Appendix 1 of this Conservation Covenant forms part of the legal title of the registered title of the Mitigation Site or is registered in its own right into the name of the Owner.

2 Certifying completion of the Enhancement Works

2.1 The Owner shall:

2.1.1 provide at least 2 weeks' notice to the Responsible Body of the date on which the Enhancement Works shall be completed and ready for inspection or investigation by the Responsible Body; and

2.1.2 promptly supply such evidence as the Responsible Body may reasonably require to determine whether the Enhancement Works have been completed.

2.2 If the Responsible Body is satisfied acting reasonably that the Habitat Creation and Enhancement Works have been completed it shall promptly issue a Works Completion Certificate to the Owner specifying the approved Works Completion Date.

2.3 If the Responsible Body considers that there are material defects in the Enhancement Works it shall promptly provide to the Owner details of those relevant material defects in the works, having taken into account any representations as may have been made by the Owner.

2.4 The Responsible Body shall take into account any representations that are made by the Owner relating to any material defects notified to it under paragraph 2.3 and the Responsible Body and the Owner shall then use their respective reasonable endeavours, both acting in good faith, to agree the necessary the works that are required to be undertaken by the Owner to rectify those material defects.

2.5 The Owner shall as soon as reasonably practicable following agreement of the required rectification works in accordance with the relevant material defects notified to it under paragraph 2.3 promptly complete those rectification works and promptly invite further inspection or investigation by the Responsible Body.

2.6 The parties shall repeat the procedure in paragraph 2.3 to 2.5 until the Responsible Body is satisfied acting reasonably that the Enhancement Works have been completed and the Works Completion Certificate may be issued in accordance with paragraph 2.2.

3 **Right of Access**

3.1 The Owner will allow the Responsible Body a right of entry to the Mitigation Site (including rights of access over any other land that the Owner have rights over to access the Mitigation Site as required) and permit the Responsible Body at all reasonable times subject to at least three (3) Working Days' prior notice to enter on the Mitigation Site (and other land over which the Owner have access over to access the Mitigation Site) with or without vehicles and machinery for the purpose of:

3.1.1 inspecting the Mitigation Site (or necessary part thereof) and assessing compliance with this Conservation Covenant; and

3.1.2 (at the sole discretion of the Responsible Body to elect) carrying out any obligations that the Responsible Body may choose to perform or observe in the place of the Owner, during the continuance of this Conservation Covenant subject always to there being an ongoing material breach of the obligations contained in this Conservation Covenant and the Responsible Body first complying with clauses 9.3 to 9.6 and in relation only to an ongoing material breach that has not been remedied within the timescales set out in clause 9;

3.1.3 without prejudice to any other rights or remedies, the Responsible Body reserves the right to charge the Owner for its reasonable additional costs (such costs to be reasonable and proper) and time incurred if there are any access restrictions that

may affect access to the Mitigation Site or Responsible Body's ability to perform its obligations under the terms of this Conservation Covenant.

3.2 Any such entry by the Responsible Body shall be at the Responsible Body's own risk, subject to the Responsible Body maintaining all necessary insurances, causing as little damage, disturbance and inconvenience as reasonably possible and making good any damage caused.

4 Replacement Owner

4.1 Until the covenants, restrictions and obligations in this Conservation Covenant have been complied with, the Owner shall give written notice to the Responsible Body within twenty (20) Working Days of the date of any conveyance, transfer, lease of 10 years or more entered into in respect of all or any part of the Mitigation Site. Such notice shall contain the following details:

4.1.1 the name and address of the person/company/company registration to whom the disposition is to be made;

4.1.2 the nature and extent of the interest disposed of together with a plan identifying the area of Mitigation Site.

5 Monitoring Requirements

5.1 The Owner shall ensure that the Responsible Body is fully briefed and provided with all necessary information, documentation, GIS (Geographic Information System) data, reasonably required by the Responsible Body to be able to perform the Responsible Body's obligations and shall cooperate with the Responsible Body in all matters relating to this Conservation Covenant.

5.2 The Owner shall ensure that all information, documentation, GIS (Geographic Information System) data, and materials provided to The Responsible Body are complete and accurate as reasonably practicable in all material respects and the Owner acknowledges that the Responsible Body shall rely upon any and all information, documentation and materials provided by the Owner.

5.3 The Owner covenants to submit to the Responsible Body a Monitoring Pack on the anniversary of this Conservation Covenant relating to the Mitigation Site and for the entirety of the Covenant Period in respect of the whole Mitigation Site in accordance with the monitoring provisions at Schedule 3.

6 Sale of Credits

Within 30 (thirty) Working Days following the completed Sale of each Nutrient Mitigation Credit, the Owner shall:

6.1 provide written confirmation of the Nutrient Mitigation Credit Sale to the Responsible Body;

6.2 update all aspects of the Nutrient Mitigation Credit Sale Register in relation to completed Sold Nutrient Mitigation Credits;

6.3 allocate the relevant Nutrient Mitigation Capacity for the Sold Nutrient Mitigation Credits on the Nutrient Mitigation Credit Sale Register maintained by the Owner;

6.4 not to amend the Nutrient Mitigation Credit Sale Register in respect of any Sold Nutrient Mitigation Credits;

6.5 supply to the Responsible Body copies of the updated Nutrient Mitigation Credit Sale Register following any Sale of Nutrient Mitigation Credits and at any other time requested by the Responsible Body;

6.6 comply with all statutes laws and regulations including obtaining any necessary planning permissions or other regulatory consents or licences in the delivery of the Nutrient Monitoring Works.

Schedule 2
Fees and Payment

1 **Monitoring Fees**

1.1 The Owner agrees to pay the monitoring fees on the following basis:

1.1.1 on the date hereof: the sum of [redacted];

1.1.2 from and including the 10th anniversary of the date of the Works Completion Certificate and annually thereafter throughout the Covenant Period the sum of [redacted] per annum Index Linked.

1.2 Any extra costs referred to in this Conservation Covenant incurred by the Responsible Body and agreed between the Parties (including but not limited to schedule 1 paragraph 2.1.3 and schedule 3 paragraph 1.5) will be charged at the following rates:

1.1.1 [redacted] per hour for work done by an ecologist;

1.1.2 [redacted] per hour for work done by solicitors and/or legal advisors.

1.2 All consideration given in accordance with the terms of this Conservation Covenant shall be exclusive of any VAT.

1.3 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Conservation Covenant then to the extent that VAT has not been previously charged in respect of that supply the Party making the supply shall have the right to issue a VAT invoice to the Party to whom the supply was made and the VAT shall be paid accordingly.

1.4 Where an 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) or in the event the Index is not replaced, to an alternative reasonably comparable basis or index as the Responsible Body shall advise the Owner in writing.

Schedule 3
Monitoring Plan by the Responsible Body

1 Monitoring by the Responsible Body

The Responsible Body will monitor the Owner's compliance with this Conservation Covenant and its proposals for the Mitigation Site in accordance with the following provisions:

1.1 During each year of the Covenant Period until expiry of the Covenant Period and in a time of the year that is ecologically appropriate, the Owner will provide to the Responsible Body a Monitoring Pack in accordance with Schedule 1 paragraph 5.3;

1.2 In addition to the monitoring years in paragraph 1.1 of this Schedule, the Responsible Body may undertake additional visits to the Mitigation Site at a time it decides, at no additional cost to the Owner, to ensure compliance with this Conservation Covenant. The Responsible Body shall give a minimum of 30 days' notice to the Owner before attending the Mitigation Site.

1.3 Once the Responsible Body has attended the Mitigation Site in accordance with paragraph 1.1 and 1.2 it will review the information and complete the following:

1.3.1 a risk assessment of the Owner to include insolvency and credit checks and any other internal risk assessment it deems necessary;

1.3.2 update of the mapping of the Mitigation Site in the GIS database; and

1.3.3 a review of the Nutrient Mitigation and Monitoring Plan to decide whether any amendments are necessary.

1.4 If the Responsible Body acting reasonably considers that a further site visit or survey is necessary to review whether the Owner is complying with this Conservation Covenant and that the Nutrient Mitigation and Monitoring Plan is meeting the Nutrient Mitigation Credit Number then the Responsible Body may attend the Mitigation Site for an extra visit at the costs set out in Schedule 2;

1.5 If the Responsible Body has determined that the Nutrient Mitigation and Monitoring Plan is being complied with, the Responsible Body shall confirm this in writing to the Owner within eight (8) weeks following inspection (or further inspection as appropriate) and again at the end of the Covenant Period;

1.6 Any amendment to the monitoring requirements and plan in this Schedule may be agreed between the Parties in writing.

Executed as a deed by **DACE ENVIRONMENTAL LIMITED** acting by a director in the presence of: ..... [redacted] .....

Director

Witness Signature: ..... [redacted] .....

Name: [redacted]

Address: Minstead, Sandling Road, Saltwood, CT21 4HJ

.....

.....

Occupation: Head of Nutrient Neutrality

Executed as a deed by **RSK BIOCENSUS LIMITED** acting by:

[redacted]

Name

[redacted]

Director signature

[redacted]

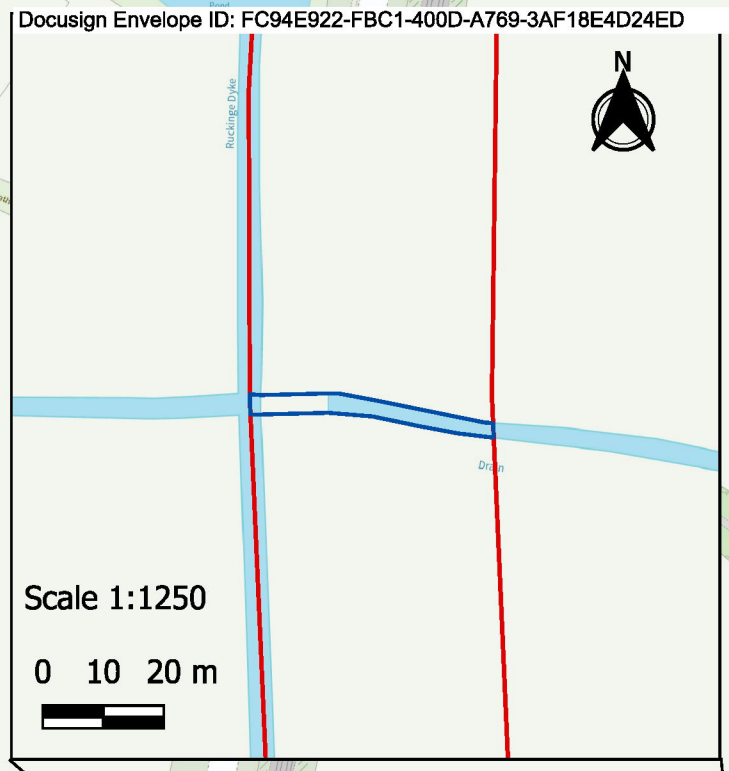
Name

[redacted]

Director/Secretary signature

Appendix 1
Plan

Land to the North of Brisley Lane, Upper Ruckinge



Drain
Steeds Lane (Track)
Path (um)
Steeds Lane (Path)
St
Drain
Drain
Pond
Drain
Path (um)
Pond
Pond
38.6m
39.0m
39.2m
Brisley Farm
Path (um)
38.7m
Brisley Wood
Brisley Lodge
Path (um)

0 50 100 m

N

Scale 1:2500

Legend

- Unregistered land
- Scheme boundary

[redacted]

Appendix 2
Template Deed of Release

DATED 2026

[ ] (1)

and

RSK BIOCENSUS LIMITED (2)

Deed of Release
Relating to a Conservation Covenant Agreement dated [ ] made pursuant to Section 117, 118 and 119 of the Environment Act 2021 and all other enabling powers, relating to at land at [ ]

CONTENTS

DATED **2026**

PARTIES

(1) **[ ]** a private limited company registered in England and Wales with registered number **[ ]** and whose registered office is at [ ] (the **Gain Site Operator**); and

(2) **RSK BIOCENSUS LIMITED** a private limited company registered in England and Wales with registered number 04364279 whose registered office is at Spring Lodge, 172 Chester Road, Helsby, Frodsham WA6 0AR (the **Responsible Body**).

INTRODUCTION

A This Deed is supplemental to the Conservation Covenant.

B The Gain Site Operator is the freehold owner of the land shown edged red in the plan contained in Appendix 1 of this Deed which is registered at the Land Registry under title number[s] [ ] and the parties have agreed to bind the entirety of this land under the terms of the Conservation Covenant (as varied by this Deed).

C The parties have agreed to release some of the land from the covenants of the Conservation Covenant so that only the land shown on the Plan appended to Appendix 1 of this Deed will remain bound by the Conservation Covenant.

D This Deed is made pursuant to Section 117, Section 118, Section 119 and Section 129 of the 2021 Act and all other enabling powers and is supplemental to the Conservation Covenant.

IT IS AGREED THAT:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed:

"**Conservation Covenant**" means the conservation covenant agreement dated [ ] made between (1) the Gain Site Operator and (2) the Responsible Body relating to the Gain Site.

1.2 Unless otherwise provided, the words and expressions defined in, and the rules of interpretation of, the Conservation Covenant shall have the same meaning and effect in this Deed.

2 STATUTORY PROVISIONS

2.1 This Deed is made pursuant to Section 117, 118, 119 and 129 of the Act and all other enabling powers with the intention that it is supplemental to the Conservation Covenant, and enforceable by the Responsible Body against the Gain Site Operator and its successors in title to the extent permitted by law pursuant to Section 122 of the 2021 Act.

2.2 The covenants and obligations in the Conservation Covenant as varied by this Deed on the part of the Responsible Body are enforceable by the Gain Site Operator and its

successors in title in the Gain Site or any part thereof against the Responsible Body pursuant to Section 123 of the 2021 Act.

3 VARIATION DATE

The parties agree that the amendment set out in this Deed shall take effect on the date of this Deed.

4 AMENDMENTS TO THE CONSERVATION COVENANT

The parties agree that from the date of this Deed the Conservation Covenant shall be amended so that the plan at Appendix 1 of the Conservation Covenant and is deleted and replaced with the plan contained at Appendix 1 of this Deed.

5 CONSERVATION COVENANT IN FULL FORCE AND EFFECT

This Deed is supplemental to the Conservation Covenant and, subject to the amendment described in this Deed, the Conservation Covenant shall remain in full force and effect.

6 CONFIRMATION AND INCORPORATION

The parties further agree and declare that the terms of the Conservation Covenant, except as varied by this Deed pursuant to Section 129 of the Act, are confirmed as if the same were set out in this Deed in full, and that such terms as so varied shall for all purposes (including, without limitation, for the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989) be deemed incorporated in this Deed.

7 LOCAL LAND CHARGE

This Deed is a local land charge and shall be registered as such by the Responsible Body as soon as practicable on or after the date of this Deed.

8 THIRD PARTY RIGHTS

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Deed.

9 GOVERNING LAW

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

10 JURISDICTION

The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Deed, its subject matter or formation (including non-contractual disputes or claims).

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

EXECUTED as a deed by **[ ]**)
acting by:)
)
)
)
)

_____ .....

Name Director

_____

Name .....

Director

EXECUTED as a deed by **RSK BIOCENSUS LIMITED** acting by:)
)
)
)
)

_____ .....

Director

Name

_____ .....

Director

Name

APPENDIX 1

[PLAN]

Appendix 3
Natural England's Discretionary Advice Letter

Date: 05 August 2025
Our ref: UDS-A018728 / 507071
Your ref: Stodmarsh Stream Enhancement Scheme at Wye (and other sites)

Customer Services
Hornbeam House
Crewe Business Park
Electra Way
Crewe
Cheshire
CW1 6GJ

0300 060 3900

BY EMAIL ONLY

Dear Gabriel Connor-Streich,

Discretionary Advice Service (Charged Advice)
UDS - A018728
Development proposal and location: Stodmarsh Stream Enhancement Scheme at Wye (and other sites) Ashford TN25 6DL

Thank you for your consultation on the above dated 21 March 2025, which was received on the same date.

This advice is being provided as part of Natural England's Discretionary Advice Service. Greenshank Environmental Limited has asked Natural England to provide advice upon:

- Drainage Ditch Nutrient Mitigation Scheme proposal, including long term management for nutrient reduction
- Nutrient Budget Calculations
- Information to inform Habitats Regulations Assessments

This advice is provided in accordance with the Quotation and Agreement dated 08 April 2025.

The following advice is based upon the information within:

1. Greenshank ODG Stodmarsh Stream Enhancement Scheme Main Report – GSL14 V1 (21/03/25)
2. Greenshank ODG Stodmarsh Stream Enhancement Scheme Technical Appendices – GSL14 V1 (21/03/25)
3. Greenshank ODG Stodmarsh Stream Enhancement Scheme Main Report – GSL14 V2 (01/07/25)
4. Greenshank ODG Stodmarsh Stream Enhancement Scheme Technical Appendices – GSL14 V2 (01/07/25)
5. Greenshank ODG Stodmarsh Stream Enhancement Scheme Main Report – GSL14 V3 (18/07/25)
6. Greenshank ODG Stodmarsh Stream Enhancement Scheme Technical Appendices – GSL14 V3 (18/07/25)

Summary Advice

Having reviewed the seven proposed ditch enhancements schemes in accordance with the Enhanced Drainage Ditch Management Framework and Annex A (NECR590 & NECR591) I am satisfied that:

- Greenshank Environmental have provided calculations and evidence to support a reduction in Total Nitrogen of 6426.55 kg TN/yr and 303.73 kg TP/yr from the proposed seven drainage ditches (Hinxhill_DD1, Hinexhill_DD2, Wilmington_DD1, Wye_DD1, South_hill_DD1, Bilby_wood_DD1 and Bilby_wood_DD2).

- The reduction in Total Nitrogen AND Total Phosphorous is achieved by managing existing sections of heavily managed small watercourses as enhanced drainage ditches (in accordance with enhanced ditch management guidance) to remove nitrogen and phosphorous from the surface water runoff.

- The seven proposed ditches identified for enhanced ditch management all connect to the River Stour upstream of the Stodmarsh Special Area of Conservation, Special Protection Area and Ramsar site. The implementation of the drainage ditch proposals will provide appropriate mitigation for new development proposals that are required to demonstrate nutrient neutrality in the Stodmarsh catchment.

- A Conservation Covenant is an acceptable mechanism to secure the required management, monitoring and enforcement for the proposed nutrient mitigation scheme, and provided that the Responsible Body is secured/agreed and who will take on the legal responsibility for ensuring these are adhered to.

Additional Advice

- **Provision of Information to Competent Authorities**
  I recommend that Greenshank Environmental provides Competent Authorities with a clear overview of how the proposed nutrient mitigation scheme meets the requirements of a Habitats Regulations Assessment, including the requirement for the appropriate management, monitoring and enforcement to be secured in perpetuity. Thought should also be given to how the scheme will be transparent and accountable to Competent Authorities, who may wish to confirm that mitigation has only been allocated to one development.

Further advice on the proposed nutrient mitigation scheme

Site visit meeting – 19 May 2025
Prior to our site visit I undertook an initial review of the submitted documents (Version 1 of Main Report and Appendices) against the Enhanced Drainage Ditch Management framework guidance document (NECR590). These comments were emailed prior our site visit (See Annex 2) and formed a number of the discussion points on the site visit on the 19 May 2025, before feeding into version 2 of the main report and appendices.
On the site visit we walked over 3 of the proposed ditch enhancement locations (Hinxhill_DD1 & 2, and Wye_DD1) which helped demonstrate the suitability of these ditches for the development of nutrient mitigation schemes. No clear major constraints could be identified on the site visit, and it was agreed that the main report and appendices would be updated to reflect and address the comments made on and prior to the site visit.

Follow-up call and review of version 2 of main report and appendices – 17 July 2025
Version 2 of the main report and appendices was provided to me on the 01 July 2025. I reviewed the relevant amendments against my previous comments, and we discussed any outstanding comments in a follow-up call held on the 16 July 2025. Following our call, I emailed over my outstanding and additional comments (See Annex 3) on the 17 July 2025. Version 2 of the main report and appendices also include two new proposed ditch enhancement locations (Bilby_Wood_DD1 and DD2) which I reviewed against the Enhanced Drainage Ditch Management framework guidance document (NECR590).
The outstanding comments related to details that will need to be carefully considered by the Competent Authority when undertaking their Appropriate Assessment(s).

Review of version 3 of main report and appendices
Version 3 of the main report and appendices was provided to me on the 18 July 2025, with the relevant amendments made to address my comments made on the 17 July 2025 (See Annex 3). Following review of version 3 of the main report and appendices, I have no other further comments to make aside from the subjects detailed below.

Protected sites
I am currently of the view that, based on the objective information provided on the proposed development, a likely significant effect on the Stodmarsh SAC, SPA and Ramsar cannot be excluded, either individually or in combination with other plans or projects. This likely significant effect relates to the construction phase of the scheme, specifically the associated impacts from soil and sediment mobilisation during the construction phase. In order to mitigate these risks, suitable pollution control measures will be proposed and assessed in the development of the detailed design of the scheme. These additional details and pollution control measures should be included in a shadow appropriate assessment in order to ascertain that the proposed development will not adversely affect the integrity of the Stodmarsh designated sites.

Protected species
The advice on this proposal, and the guidance contained within Natural England's standing advice relates to this case only and does not represent confirmation that a species licence (should one be sought) will be issued. Please find general advice on European Protected Species at Annex 1.

Nationally Designated Landscapes
As the development site is within/adjacent to Kent Downs National Landscape, consideration should be given to the direct and indirect effects upon this designated landscape and in particular the effect upon its purpose for designation, as well as the content of the relevant management plan for Kent Downs National Landscape.

For clarification of any points in this letter, please contact Thomas.scott-heagerty@naturalengland.org.uk.

☒ The advice provided in this letter has been through Natural England's Quality Assurance process

The advice provided within the Discretionary Advice Service is the professional advice of the Natural England adviser named below. It is the best advice that can be given based on the information provided so far. Its quality and detail is dependent upon the quality and depth of the information which has been provided. It does not constitute a statutory response or decision, which will be made by Natural England acting corporately in its role as statutory consultee to the competent authority after an application has been submitted. The advice given is therefore not binding in any way and is provided without prejudice to the consideration of any statutory consultation response or decision which may be made by Natural England in due course. The final judgement on any proposals by Natural England is reserved until an application is made and will be made on the information then available, including any modifications to the proposal made after receipt of discretionary advice. All pre-application advice is subject to review and revision in the light of changes in relevant considerations, including changes in relation to the facts, scientific knowledge/evidence, policy, guidance or law. Natural England will not accept any liability for the accuracy, adequacy or completeness of, nor will any express or implied warranty be given for, the advice. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of Natural England.

Yours sincerely,

Thomas Scott-Heagerty
Sussex & Kent Area Team

Cc commercialservices@naturalengland.org.uk

Annex 1
European Protected Species

A licence is required in order to carry out any works that involve certain activities such as capturing the animals, disturbance, or damaging or destroying their resting or breeding places. Note that damage or destruction of a breeding site or resting place is an absolute offence and unless the offences can be avoided (e.g. by timing the works appropriately), it should be licensed. In the first instance it is for the developer to decide whether a species licence will be needed. The developer may need to engage specialist advice in making this decision. A licence may be needed to carry out mitigation work as well as for impacts directly connected with a development. Further information can be found in Natural England's 'How to get a licence' publication.

If the application requires planning permission, it is for the local planning authority to consider whether the permission would offend against Article 12(1) of the Habitats Directive, and if so, whether the application would be likely to receive a licence. This should be based on the advice Natural England provides at formal consultation on the likely impacts on favourable conservation status and Natural England's guidance on how the three tests (no alternative solutions, imperative reasons of overriding public interest and maintenance of favourable conservation status) are applied when considering licence applications.

Natural England's pre-submission Screening Service can screen application drafts prior to formal submission, whether or not the relevant planning permission is already in place. Screening will help applicants by making an assessment of whether the draft application is likely to meet licensing requirements, and, if necessary, provide specific guidance on how to address any shortfalls. The advice should help developers and ecological consultants to better manage the risks or costs they may face in having to wait until the formal submission stage after planning permission is secured, or in responding to requests for further information following an initial formal application.

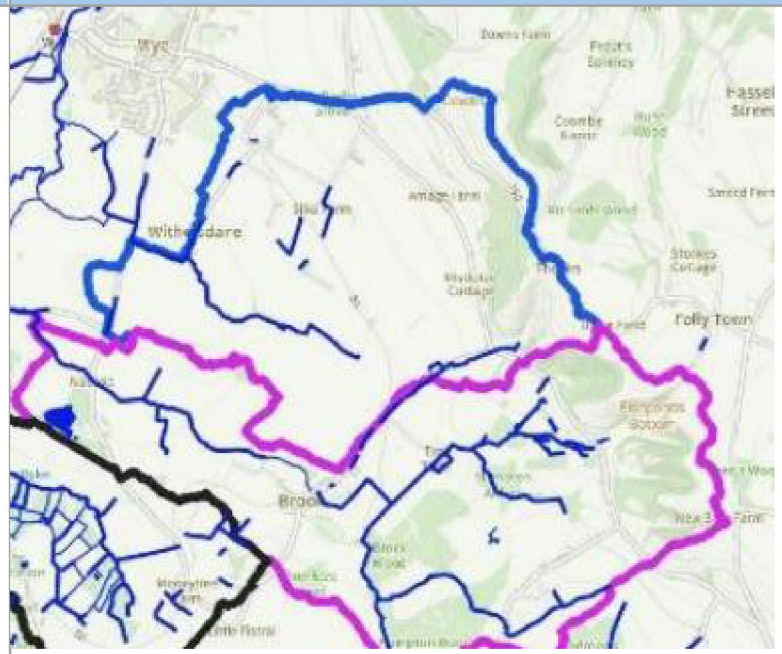
The service will be available for new applications, resubmissions or modifications – depending on customer requirements. More information can be found on Natural England's website.

Annex 2
Detailed Comments Following Review of Version 1 of Main Report and Associated Appendiceis – Dated 15 May 2025

From: Tom Scott-Heagerty
Sent: 15 May 2025 16:28
To: Gabriel Connor-Streich [redacted]
Subject: RE: Questions ahead of Monday site visit

Hi Connor,

Here's a list of our initial thoughts/queries from reviewing the report. Perhaps we could run through most of these on Monday.

No	Location	Comment	Additional Info	Resolved?
1	Wye_DD1 / Hinxhill_DD1	Surface water catchment needs updating - ditch which feeds Hinxhill_DD1 is partly within Wye_DD1 catchment		
2	All	In-combination with current and future NN mitigation	I'm not sure if there are any other NN schemes in these catchments, but probably a good exercise to undertake.	

No	Location	Comment	Additional Info	Resolved?
		LUC/EDM schemes in same catchments – is there consideration of any other schemes in the ditch catchments.		
3	All	Upgrades to septic tanks/PTPs which discharges to water courses in the catchment	Interested to know if these discharges are calculated in the nutrients runoff baseline. My understanding is that only nutrient run-off from land use has been modelled in the baselines.	
4	All	INNS	Himalayan balsam is quite widespread in the catchment - are proposed sites free? Also, how will the sites be actively managed/maintained to prevent and removed INNS	
5	All	Surface water catchment	What if there are unmarked field ditch networks that transport surface water into a neighbouring surface water catchment. i.e. Wilmington_DD1 has a road which intersects the catchment - could road drainage transport some of the water outside of the catchment (guess it all depends on bathymetry) . Could some drainage ditches feed into wetlands/pond structures, which might provide some treatment prior to water passing through enhanced drainage ditch?	

No	Location	Comment	Additional Info	Resolved?
				
6	Hinxhill_DD1	Brook WwTW discharges into ditch upstream of mitigation	Currently not included in baseline calculations - Any plans to consider this in the baseline? Current proposal does not propose additional monitoring to claim additional mitigation credits.	
7	All	Evidence should be provided to show that there are no	This info hasn't been provided – could be checked on site visit	

No	Location	Comment	Additional Info	Resolved?
		existing artificial structures within the drainage ditch that may perform a similar impounding function		
8	Wye_DD1	Does culvert cause any impounding function? I imagine this is unlikely, and could be checked on site visit.		
9	All	All ditches stated to flow perennially – supporting evidence could be provided to support this claim	Want to make sure that ditches aren't currently acting as retention basins/wetland habitat, and providing some existing nutrient management.	
10	All	**Note to self**	Would we want to see the raw Farmscoper Create & Evaluate files? I assume we didn't go into this much detail when assessing the proposal in the Tees catchment?	
11	All	**Note to self**	28% TN & TP removal rate is a precautionary calculation. So no buffer needs to be applied to the nutrient credits generated, in-case of poor performance of the mitigation. I.e. can all the credits generated be sold, or should 10% credits be left in reserve (as a buffer) in case of unexpected events/poor performance?	
12	Flood Zone 3 ditches (Wye and Hinxhill 1&2)	**Note to self**	Would large flooding events lead to large mobilisation of nutrients bound up in the enhanced ditches. To prevent/reduce this, I assume that regular dredging of ditches (+good dredge material management) is required.	
13	Flood Zone 3 ditches	Ditches located in Flood Zone 3 to be inspected anytime in winter after flood event.	Is it possible to define the flood event threshold for a site visit? What if there's a large flooding event outside winter?	
14	All	Any thought as what to do if beavers modify the structures?	Bit of an unknown, but I imagine adaptive management may need to be considered based on if anything happens. Though may have to get protected species consent.	
15	All	Based off INNS Map, INNS risk assessment will be required	Not sure if INNS risk assessment needs to be submitted now, or just done at a latter date prior to construction.	
16	All	It is possible to overlay the LNRS map with the proposed	Kent and Medway LNRS is in draft at the moment, so maybe too premature to complete this request. The draft LNRS mapping tool is however available	

No	Location	Comment	Additional Info	Resolved?
		ditches, to check the scheme is in keeping with the LNRS	(Kent and Medway Local Nature Recovery Strategy | Let's talk Kent)	
17	All	Landowner consent hasn't necessarily been submitted. Though document states that ODG has an 80 year lease option with the land owners.	Probably something which can be submitted to LPA during the HRA AA process.	
18	All	Feasibility assessment- constraints and options	Constraints and options assessment hasn't necessarily been completed, though there is a feasibility summary section which covers the main points. I don't think many constraints (if any) have been identified.	
19	All	Vegetated margin	Guidance states that '*vegetation margin should have two zones: a grass zone at the upslope edge of the margin, transitioning to a tree zone bordering the ditch channel.' . H*owever, proposal has mosaic of riparian woodland and open areas of grass. **Double check riparian buffer guidance, as mosaic of grassland and woodland clumps may be suitable**	
20	All	Organisation/individuals responsible for managing and maintaining the scheme	This info has not been detailed. Imagine this will be provided at the HRA AA stage.	
21	All	A topographic map of whole catchment with 5 ditches highlighted would be beneficial visual tool. Would be good to identify any other water bodies (ponds, basins, lakes) in the catchment which could partially treat water before it flows to the enhanced ditches.		
22	All	Do we require visual evidence documenting event-driven flow or the visual characteristics of nutrient transport across all locations?	"Visual evidence should be provided showing that the proposed ditch location flows following rainfall events and transports water and nutrients to downstream receiving environments" Ditches are specified as perennial and backed by photo evidence of ditches,	

Many thanks,
Tom

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Annex 3
Detailed Comments Following Review of Version 2 of Main Report and Associated Appendiceis – Dated 01 July 2025

From: Tom Scott-Heagerty
Sent: 17 July 2025 16:19
To: Gabriel Connor-Streich [redacted]
Subject: Kent Ditch Enhancement Scheme - 2nd batch of detailed comments

Hi Gabriel,

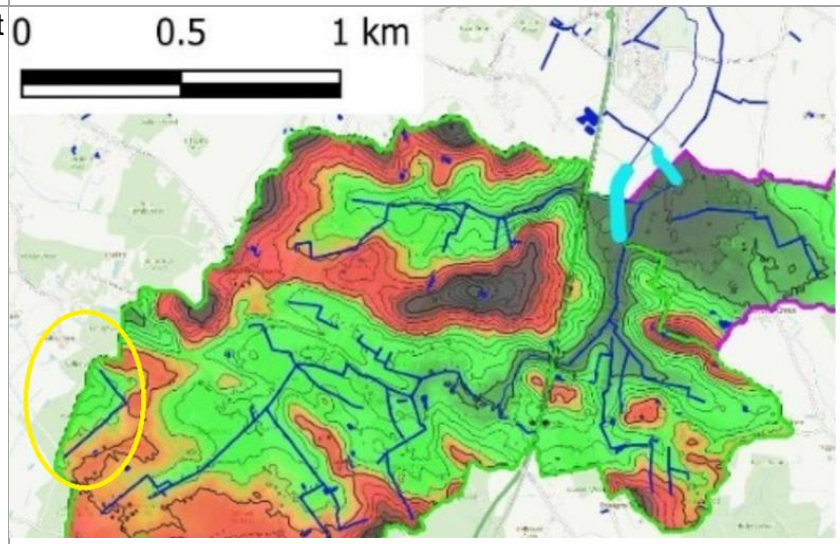
Thanks for the call yesterday. I've summarised my comments below. The outstanding comments are really only matters to resolve between DACE, the landowners, the responsible body and the LPAs, so I don't have much to add.

The new comments are all ones that were discussed on the call yesterday.

Outstanding Comments:

No	Location	Comment	Additional Info	Resolved?
2	All	In-combination with current and future NN mitigation LUC/EDM schemes in same catchments – is there consideration of any other schemes in the ditch catchments.	I'm not sure if there are any other NN schemes in these catchments, but probably a good exercise to undertake.	Yes – discussed in call. Good to provide some narrative that this has been checked, and that perhaps this should be considered at overarching AA stage by LPA as the scheme moves into the delivery phase.
21	All	Landowner consent hasn't necessarily been submitted. Though document states that ODG has an 80 year lease option with the land owners.	Probably something which can be submitted to LPA during the HRA AA process.	Discussed on site visit and in call. DACE have lease agreement with landowners. This detail will need to be provided to LPAs when they do their AAs.
25	All	Organisation/individuals responsible for managing and maintaining the scheme	This info has not been detailed. Imagine this will be provided at the HRA AA stage.	Discussed on site visit and follow-up call. DACE have lease agreement with landowners who will manage the ditches. This detail will need to be provided to LPAs when they do their AAs. Legal workings are still in development.

New Comments:

No	Location	Comment	Additional Info	Resolved?
Comments on revised documents (July 25)				
28	General comment	Stodmarsh NN catchment needs updating, as no longer includes Little Stour & Wingham downstream catchment	Nutrient Neutrality Catchments (England) | Natural England Open Data Geoportal	
29	All	Vegetation clearance work will be preceded by a check in INNS – Veg clearance is stated as occurring in Winter. INNS check should occur in growing season, otherwise they may be missed.		
30	South_hill_DD1	At top of one tributary, ditch feeds into pond before flowing into subsequent ditch. This pond could be acting as a sediment trap, and may be providing some pre-treatment of the water prior to it flowing through to the enhanced ditch.	How can structures like this be taken into account within the catchment nutrient load calculations? There may be other examples in the other ditch catchments (though I can't see any obvious ones).	Yes – details provided in Tech appendices V2 (A1.5.3)
31	Bilby_Wood	Surface water catchment includes land that appears to drain into different catchment. It's a small area compared with whole catchment, but still should not be considered when calculating the nutrient load.		
32	All/General	Are there any planned large scale land use	Good exercise to undertake for the catchments (i.e. checking	

	comment (though mainly aimed at Bilby Wood catchments	changes within the catchments (i.e. new housing developments? I don't think there is for the original 5 catchments, however I know there's large developments south of Ashford, though not sure if they quite reach to Bilby_Wood catchment.	existing local plan allocations, and websites which contain details of upcoming/live/determined planning applications).	

Many thanks,
Tom

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Appendix 4
Stodmarsh Stream Enhancement Scheme Delivery Proposal

GREENSHANK
ENVIRONMENTAL

Stodmarsh Stream Enhancement Scheme

Bliby Wood Management Plan

Date: 12/12/2025 **Project ref. GSL14/Stodmarsh_ODG**

Report produced by Greenshank Environmental Limited on in collaboration with Dace Environmental Ltd.

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Version history

Version number	Produced by	Role	Date
V1	Dr Gabriel Connor-Streich	Director and Principal Environmental Scientist	12/12/2025

Table of Contents

1 Introduction

Under the Conservation of Habitats and Species Regulations (as amended) 2017 (the Habitat Regulations), aquatic Habitats Sites may have Conservation Objectives Supplementary Advice that identifies the need to manage elevated nutrient inputs[1]. Following a ruling in the Court of Justice of the European Union referred to as the 'Dutch N Case'[2], Local Planning Authorities (LPAs) now require planning applications to consider the potential impact that projects and plans may have on nutrient inputs to Habitats Sites that are not meeting nutrient-related conservation objectives. Where a project or plan is evidenced to increase nutrient inputs to a Habitats Site that is under pressure from nutrients, it will not be possible to conclude no 'adverse effects on integrity (AEoI)' through a Stage 1 Habitat Regulations Assessment (HRA). Thus, a project or plan will need to evidence how it will secure nutrient mitigation to remove the risk of AEoI on a Habitats Site. The evidence underpinning a mitigation scheme can then be used to support an HRA Appropriate Assessment (AA) showing how the project or plan can proceed without AEoI, thus achieving nutrient neutrality.

The Stodmarsh Special Area of Conservation / Special Protection Area / Ramsar site (hereafter the Stodmarsh Habitats Sites; Figure 1) has been identified as not meeting conservation objectives due to elevated levels of nitrogen (N) and phosphorus (P) inputs. As such, projects and plans that are evidenced to result in an increase in N and P inputs to the Stodmarsh Habitats Sites will require nutrient mitigation in order show compliance with the Habitat Regulations through an HRA. This requirement has placed a significant barrier on the ability for LPAs to grant planning permission for development across large areas of Somerset, with the impacts being felt most acutely in the residential development sector.

Various private providers of N and P mitigation have begun to offer mitigation solutions within catchments affected by nutrient neutrality. Mitigation is being sold as N and P credits in units of kg TP/year and kg TN/year[3], to align with nutrient budgets for new developments which are also quantified in units of kg TP/year and kg TN/year. While mitigation schemes are beginning to bring N and P credits to market, there are still few mitigation options available to developers, resulting in significant barriers to new development and resultant impacts on the local economy.

Agriculture is known to be a significant source of nutrient pollution to aquatic systems (Withers et al., 2014; Withers & Lord, 2002). As such, mitigation schemes targeting agricultural exports of N and P are a key tool for addressing the challenge posed by Nutrient Neutrality. Oliver Davis Group Ltd have engaged with Greenshank Environmental (Greenshank) to progress a mitigation scheme on farmland under the control of Oliver Davis Group Ltd. Greenshank have identified mitigation options within the River Stour catchment which can serve development in Ashford, Canterbury and other settlements that contribute nutrients to the Stodmarsh Habitats Sites.

In the Stodmarsh Habitats Sites catchment and other catchments affected by Nutrient Neutrality, many of the mitigation schemes proposed to date have used fallowing approaches to cease nutrient inputs from agricultural operations. However, fallowing

[1] E.g., Natural England. Site Improvement Plan, Stodmarsh

[2] Joined Cases C-293/17 and C-294/17

[3] TP = total phosphorus, TN = total nitrogen

strategies are not able to meet the scale of the long-term demand for nutrient. We recognise that there is a need for nutrient mitigation schemes to work in tandem with agriculture, especially at a time when food security and food price inflation are key issues for the wider public.

The proposed mitigation scheme on land under the control of Dace Environmental Ltd aims to reduce the nutrient load carried in a drainage ditch/watercourse that transports nutrient rich water to the Stodmarsh Habitats Sites. This approach has a dual benefit: firstly, targeting watercourses that transport diffuse and point source nutrient pollution from surrounding land uses provides the opportunity to deliver a notable quantum of mitigation with limited land take; secondly, the areas of farmland proposed for the deployment of the mitigation options tend to be affected by frequent inundation and waterlogging, meaning they are of low agricultural value.

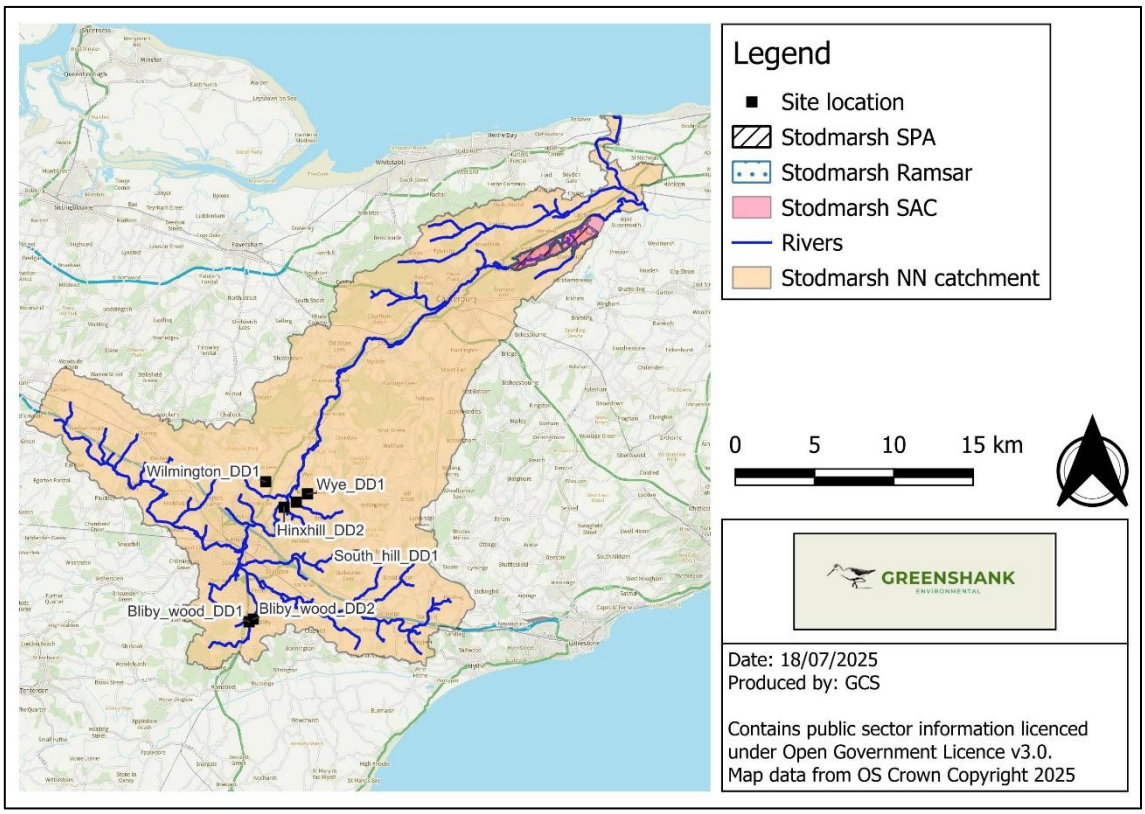

Figure 1: The Stodmarsh Habitats Site catchment and the location of the proposed Stodmarsh Stream Enhancement Scheme mitigation options. Note that this Management Plan concerns the Bliby_wood_DD1 and Bliby_wood_DD2 locations.

1.1 Scheme conceptualisation

The core concept underpinning the Oliver Davis Group Ltd / Greenshank mitigation scheme is to intercept pathways of nutrient transfer to the Stodmarsh Habitats Site. This approach is based on the source-pathway-receptor model of environmental pollution, which is commonly applied in studies and guidance on the management of environmental pollution (e.g., Environment Agency, 2011; Packham et al., 2020). Organic and inorganic fertiliser use as well as direct inputs of livestock excreta, are the main diffuse sources of N and P to the environment. Point source inputs of N and P to the environment from sewage treatment and livestock yards can also be large nutrient sources within a catchment. These

sources of N and P are transported along surface and subsurface flow pathways to receiving waterbodies where the increase in N and P inputs can result in eutrophication and associated deleterious effects on aquatic ecology (Miller et al., 2014). Figure 2 shows a conceptualisation of the proposed mitigation scheme. Mitigation options will comprise targeted land management approaches deployed at key locations on Oliver Davis Group Ltd landholdings.

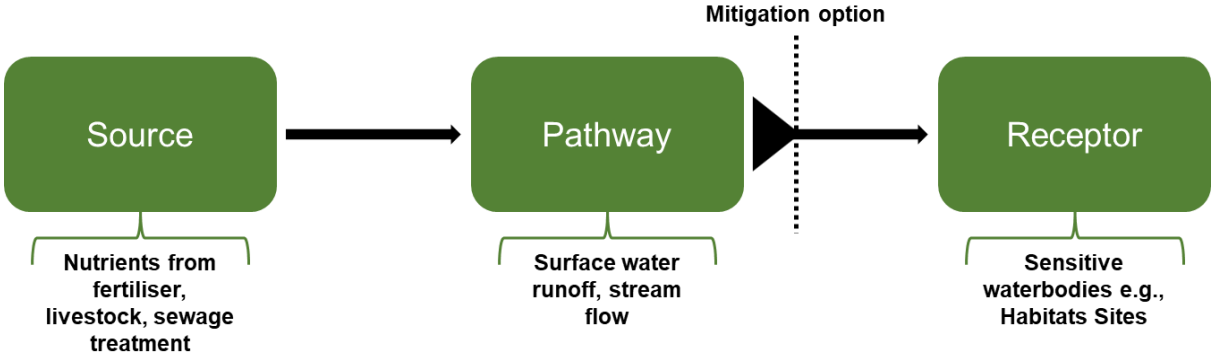

Figure 2: Conceptual diagram showing how the proposed mitigation scheme will intercept pathways for nutrient sources to reach receptors, reducing nutrient inputs to receiving environments and providing mitigation.

1.2 Bliby Wood Management Plan supporting documentation

This management plan provides an overview of Bliby_wood_DD1 and Bliby_wood_DD2 site locations (Section 2) and a short summary of the mitigation option being deployed at these locations and the quantum of mitigation being generated by each site (Section 3). The implementation, management and monitoring, and risks and remediations plan is detailed in Sections 4 to 6.

A suite of additional documentation is available to support this management plan. These documents are summarised below and collectively show how the project has been developed to generate nutrient mitigation while managing environmental risks due to scheme deployment.

Stodmarsh Stream Enhancement Scheme: Technical Appendices (v4, dated 19/11/2025)

- Produced by Greenshank Environmental and contains:
  - A detailed description of the mitigation quantification for each site.
  - A feasibility assessment covering each site – supported by separate ecology reporting.
  - An outline design of each mitigation option

Ecology reporting

- Ecology surveys and reporting were subcontracted to Andrews Wildlife Consulting (AWC).
- AWC have provided the following reports to complement the feasibility assessment for the Bliby Wood sites:

- Streams near Bliby, Ashford (Nutrient Mitigation Site): Preliminary Ecological Appraisal (PEA; Revision 1 - August 2025).
- Nutrient Mitigation Sites Near Ashford, Kent: Report of Phase 2 Ecological (Species) Surveys 2025 (October 2025).

- Note that the Phase 2 survey reporting provides details of required mitigations following ecology surveys recommended by the PEA.

Detailed design and Flood Risk Assessment (FRA)

- Design and FRA outputs subcontracted to CBEC Eco Engineering.
- The Bliby_wood_DD1 site is supported by the following documentation:
  - Stodmarsh Stream Enhancement Scheme – Bliby Wood_DD1: Flood Risk Assessment (09/12/2025)
  - Design Method Statement – Bliby Wood_DD1 and Hinxhill_DD1 (09/12/2025)
  - 2150779 Stodmarsh - Bliby Wood DD1 - DESIGN Rev5 v2 - 03122025 JI [detailed design drawings] (03/12/2025)
- The Bliby_wood_DD2 site is supported by the following documentation:
  - Stodmarsh Stream Enhancement Scheme – Bliby Wood: Flood Risk Assessment (05/09/2025)
  - Design Method Statement – Bliby Wood (Short) (07/10/2025)
  - 2150779 Stodmarsh - Bliby 2 - DESIGN Rev1 v2 - 031225 JI [detailed design drawings] (03/12/2025)

Natural England Discretionary Advice Service (DAS)

- Natural England were consulted on the mitigation scheme proposal via DAS.
- An advice letter (reference: UDS-A018728 / 507071) dated 05/08/2025 was provided confirming Natural England's acceptance of the mitigation potential of the scheme across the seven sites shown in Figure 1.

2 Site details

The Stodmarsh Stream Enhancement Scheme is proposed at seven sites within the River Stour catchment (Figure 1). This management plan covers two of these sites, Bliby_wood_DD1 and Bliby_wood_DD2. The watercourses at each site will be reprofiled as per the design specifications detailed in the Technical Appendices and the detailed design documentation (see Section 1.2). The scheme locations have been chosen due to the existing, heavily managed characteristics of the watercourse and the significant potential to increase habitat quality while also generating nutrient mitigation. A summary of each of the sites is shown in the sub-sections below.

2.1 Bliby_wood_DD1

The Bliby_wood_DD1 site comprises a 520 m reach of the Ruckinge Dyke, a small tributary within the East Stour sub-catchment of the Great Stour (Figure 3; NGR: TR 01719 37388). The watercourse at this location is an Ordinary Watercourse which is managed by the River

Stour (Kent) IDB. Historical management is evident, with the channel being heavily overdeepened and straightened. Flow in the channel is perceptible but very sluggish. This is likely due in part to dry conditions leading up to the time the channel was surveyed, but also due to the overdeepening of the channel. The channel bed shows notable signs of siltation, though this silt is likely to be remobilised during high flows. Channel cross-section is uniform and trapezoidal with poor habitat quality (photos of the site are provided in the Technical Appendices).

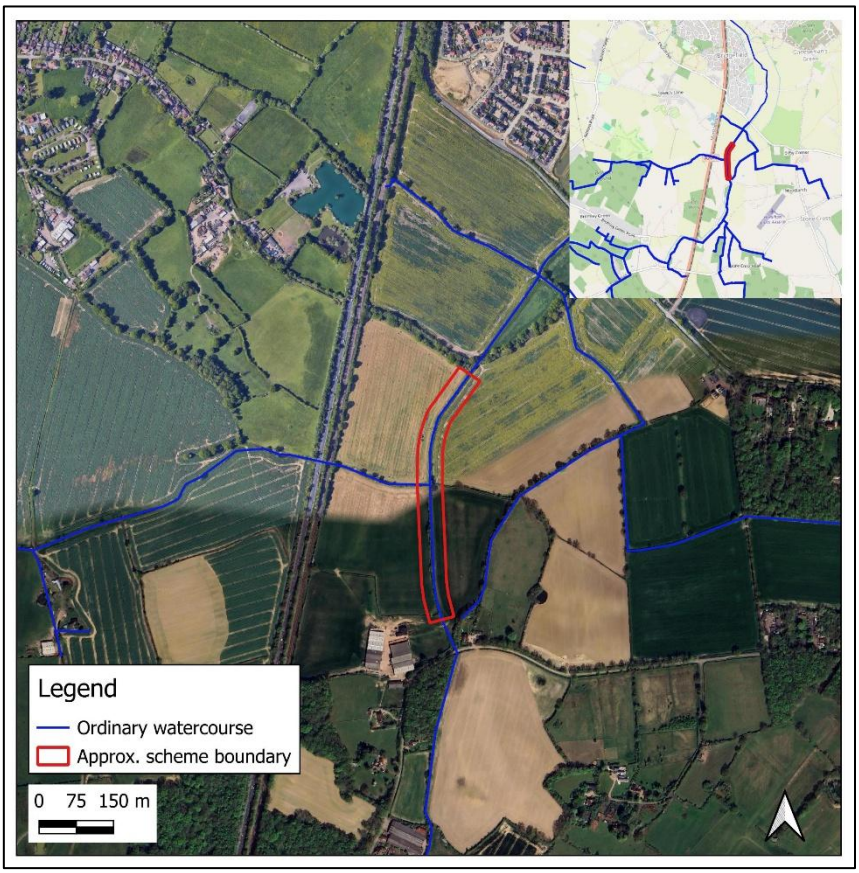

Figure 3: Map showing the scheme boundary for the proposed watercourse management option at the Bliby_wood_DD1 site. The map also shows the designations of the watercourse at this location.

2.2 Bliby_wood_DD2

The Bliby_wood_DD2 site comprises a 280 m reach of an unnamed drain that feeds Ruckinge Dyke (Figure 4; NGR: TR 02078 37613). The watercourse at this location is an Ordinary Watercourse which is managed by the River Stour (Kent) IDB. It has very similar characteristics to the Bliby_wood_DD1 channel, being overdeepened and straightened. The channel is smaller due to it draining a smaller catchment area. Flow in the channel was turbid, even at clearly very low flow velocities, suggesting fine sediment and associated nutrient inputs from channel's catchment. The channel cross-section is uniform and trapezoidal with homogenous and poor habitat quality (photos of the site are provided in the Technical Appendices).

Figure 4: Map showing the scheme boundary for the proposed watercourse management option at the Bliby_wood_DD2 site. The map also shows the designations of the watercourse at this location.

3 Proposed mitigation option

The proposed mitigation options follow the Enhanced Drainage Ditch Management framework (Connor-Streich, 2024a, 2024b). This is a novel approach to managing small watercourses and artificial drainage ditches in order create linear wetland features that treat nutrient sources from agricultural areas. The Enhanced Drainage Ditch Management methodology requires quantification of the baseline nutrient load input to each of the seven deployment locations, with this nutrient input reduced by the estimated percentage nutrient reduction efficiency associated with this management approach. The supporting documentation (see Section 1.2) that accompanies this management plan shows how the requirements of the Enhanced Drainage Ditch Management framework have been met to deliver a quantified mitigation potential which was agreed by Natural England. The specific mitigation potential of the two sites covered by this management plan is as follows:

- Bliby_wood_DD1
    - 2491.19 kg TN/year
    - 106.43 kg TP/year
- Bliby_wood_DD2
    - 815.95 kg TN/year
    - 40.79 kg TP/year

4 Implementation plan

The implementation plan detailed below details the approach to deployment of the proposed nutrient mitigation scheme. This plan captures various stipulations detailed in the supporting documentation for this scheme.

The various steps and actions required as part of the implementation plan are detailed in the sections below. Where actions detailed in the implementation plan are required over the lifetime of the scheme, this is assumed to be a period of 90 years from when delivery of the scheme is secured through a legal agreement. This reflects the *in perpetuity* requirement for mitigation schemes for nutrient neutrality.

4.1 Site clearance and earthworks

Deployment of the proposed mitigation scheme will require the clearance of vegetation in areas for deployment of the buffer strips adjacent to the watercourse in order to prepare this area of grass and tree planting. Excavation to form the new two-stage channel cross-section will require earthworks and spoil removal. Considerations of the potential environmental impact of earthworks and required mitigations are provided in the detailed feasibility assessment and construction Method Statement that accompany this management plan.

Table 1: Actions and a timeline for site clearance and earthworks for the deployment of the proposed mitigation scheme.

Actions	Description	Timeline
Plan work for period of dry weather	Works will be conducted during dry weather to reduce the risk of sediment mobilisation and to ease groundworks. This will also reduce the risk soil compaction.	Jan-Feb 2026
Vegetation clearance	Where necessary, vegetation will be cleared in a 10 m buffer strip next to each ditch to prepare ground for grass seeding and tree planting. Following the recommendations in the Preliminary Ecological Appraisal, vegetation clearance works will be preceded by a check for invasive non-native species (INNS) and where INNS are located, specialist advice on appropriate control and eradication measures should be sought before undertaking any work that could cause their spread. All sites have undergone a suite of additional ecology surveys during Summer 2025. These will include a further check for INNS during the vegetation growing season. The sites will also be checked prior to commencement of earthworks.	Jan-Feb 2026
Ground preparation	If required, ground in the buffer strip area will be made level enough to allow planting, however care will be taken to maintain varied topography within the buffer zone so as to reduce the risk of sheet flow during the period of vegetation establishment. This may require removal of any sediment that has been dredged from the ditches and placed next to them.	Winter 2026

Reasonable Avoidance Measures – ecology	As detailed in supporting documentation (Technical Appendices and ecology reporting, see Section 1.2), ecology surveys for protected species and habitats have identified the potential risks from the scheme to: • A species rich hedgerow at Bliby_wood_DD1 An Ecological Clerk of Works (ECoW) will be responsible for the ensuring that: • The design and deployment should avoid any damage to species rich hedgerow. This is being achieved by moving the channel to the east. • Ground clearance is completed before the ground nesting bird breeding season (March to August).	Jan-Feb 2026
Excavation	Drainage ditches will be excavated to create the channel dimensions specified in the detailed design for the scheme. Where soil compaction occurs during excavation, tilling will be used to break up compacted soils and tilled areas will be seeded to ensure vegetation establishes quickly and reduces the risk of soil erosion.	Jan-Feb 2026
Spoil handling and disposal	Where excavation is deep enough to reach subsoil, topsoil and subsoil will be handled separately. Topsoil will be reused within the mitigation scheme as much as possible, to provide soil conditions that will be most conducive to vegetation establishment. Remaining topsoil and subsoil will then be disposed of within the watershed of the watercourse to ensure that any mobilised soil due to scheme deployment should be retained within the mitigation scheme.	Jan-Feb 2026
Reasonable Avoidance Measures – sediment pollution	A detailed Method Statement has been produced for each site. These statements recognise the potential pollution risks that may arise from sediment mobilisation during the implementation phase of the Scheme. Method Statements can be referred to for detail on sediment control methodologies, which are summarised as: • Use of silt mats and silt wattles in water < 250 mm depth. • Use of bubble curtains combined with silt mats, silt wattles and rock rolls in water ≥ 250 mm depth.	Jan-Feb

4.2 Vegetation establishment and management

Planting of vegetation in the ditches and buffer strips will be timed to minimise the risk of vegetation failing to establish. Table 2 details a plan for vegetation establishment and management for the proposed mitigation scheme.

Table 2: Actions and a timeline for vegetation establishment and management.

Actions	Description	Timeline
Floodplain bench grass seeding	Begin establishment of floodplain bench vegetation with a mix of flood tolerant vegetation, such as rushes and sedges. This may be from a combination of seed and plug plants. Grass seed will be planted on the newly formed floodplain benches within the ditches.	Jan-May 2026
Buffer strip grass planting	The grass zones for each buffer strip will be seeded with a mix of seeds comprising predominantly perennial grass species with some annual species within the seed mix.	Jan-Feb 2026
Buffer strip tree planting	Tree zones within each buffer will be planted with native tree and shrub species. Planting will take place between November and March when soil moisture conditions are conducive for tree establishment.	Jan 2026-Feb 2026
Vegetation establishment	Following grass seeding, inspections will be carried out in late summer and remedial action taken where vegetation is failing to establish. Following tree planting, inspections will be carried out either during the following spring (between April and June) if trees are planted before February, or three months after planting if trees are planted in February or March. Remedial action will be taken where trees are failing to establish.	Jul-Aug 2026
Floodplain bench vegetation management	Following planting, inspections of vegetation establishment will be carried out across the following two growing seasons (April to September) and remedial action taken where vegetation is failing to establish. Remedial actions will include the planting of more plug plants and/or additional seeding of the floodplain benches.	Apr-Jun 2026 & 2027
Long-term grass management	Grasses within buffer strip grass zones and within ditches will be left to grow until they reach a height of around 0.5 m. Once this sward height has been reached, grass will be cut at the end of summer to remove nutrients from the buffers and ditches. The arisings from cutting will be removed for composting.	Beginning from the first year in which grasses reach a height of 0.5 m
INNS management	If monitoring identifies INNS, control and eradications measures will be implemented, supervised by a suitably qualified specialist.	Following the monitoring intervals specified in Table 4 below.

4.3 Outline management plan

Table 3 details the key management and maintenance actions that form the outline management plan. The frequency of the required management and maintenance works will be determined through monitoring, based on the monitoring plan detailed below. Where monitoring highlights the requirement for remedial actions, these actions will be taken during the summer and early autumn period prior to onset of wetter conditions in late autumn. As part of the lease agreement for the land being used to deploy the scheme at each deployment location, the landowners are taking on responsibility for the day-to-day monitoring and management of the scheme. Greenshank Environmental will remain engaged on the scheme as an expert advisor to the landowners to ensure the monitoring and management plan is delivered.

Table 3: Management and maintenance actions required to provide confidence that the proposed scheme will continue to provide mitigation.

Actions	Description	Timeline
Rectify damage to the two-stage channel cross-section	If the two-stage channel cross-section has been damaged by erosion, stabilisation of eroded areas will first be attempted by replanting vegetation at increased densities. If erosion is found in subsequent monitoring, natural materials such as coir matting will be installed to stabilise eroding areas.	Beginning from June 2026 with works conducted during Jan-Feb 2026.
Removal of excess sediment accumulation	Where the two-stage ditch cross-section is being impacted by sediment deposition, sediments will be removed from the ditch and spread within the ditch catchment. Where sediment removal impacts vegetation, remedial actions will be taken to replace vegetation.	
Repair damage to logjams	Where logjams are damaged, they will be repaired and where necessary, replaced.	
Repair damage to any required fencing	At present all sites are surrounded by arable land and there is no requirement for fencing the buffer zones and ditches to prevent access from livestock. If land use in the fields surrounding the ditches changes to livestock farming, fencing will need to be installed to prevent livestock accessing the ditch. Similarly, if browsing pressure from wild animals limits the establishment of buffer vegetation, fences may need to be installed. Any damage to required fencing should be repaired so that livestock or other grazing animals cannot access the buffer strip and watercourse.	

5 Post-implementation monitoring plan

5.1 Monitoring to support adaptive management

The following monitoring actions (Table 4) will be used to inform adaptive management of the mitigation scheme. Due to the dynamic nature of the proposed mitigation scheme, management and maintenance requirements will not be fixed over the scheme's *in perpetuity* period. Adaptive management led by monitoring will allow management and maintenance actions to be taken in response to degradation of the scheme that may compromise its nutrient mitigation function.

Table 4: Monitoring actions that will be used to facilitate an adaptive management regime for the proposed mitigation scheme.

Actions	Description	Timeline
Vegetation monitoring	All vegetation within the buffer and drainage ditch mitigation options will be monitored as follows: • Visual inspections to determine the health of vegetation. • Fixed-point photography will be used to record the continued presence and growth of vegetation at each mitigation option location. Monitoring data will be collated into monitoring reports for submission to the Responsible Body. Where problems related to vegetation establishment are found, this will trigger remedial actions to maintain vegetation health or replacement of vegetation where required. Vegetation monitoring will be carried out at the following frequencies over the 90-year in perpetuity period: • Quarterly for the first year of the scheme. • Bi-annually in spring and autumn for the remaining 90-year period. If monitoring identifies problems with vegetation establishment resulting in management actions, quarterly monitoring will be conducted until vegetation is well established at the site and not requiring regular management. Monitoring data will be collected for reporting to a Responsible Body at frequencies specified in the Conservation Covenant that will legally secure delivery of the scheme. Each monitoring event will include a check for the presence of INNS and where presence of INNS is observed, specialist advice on control and eradication will be sought.	Beginning from June 2027

Drainage ditch monitoring	Each drainage ditch will receive visual inspections to check whether the two-stage ditch cross-section and the logjams in each ditch require any maintenance. Fixed-point photography will be used to monitor changes to the morphology of the ditches and the presence and condition of logjams. Monitoring will be conducted: • Quarterly for the first year of the scheme. • Bi-annually in spring and autumn for the remaining 90-year period. For ditches located within Flood Zone 3, the ditches will be inspected following any flow events that exceed a 1-in-2 year return period. A monitoring procedure will be detailed for each site whereby the most appropriate EA river flow gauge will be checked[4] following larger rainfall events. The landowners will be informed of a threshold flow for the 1-in-2 year flood event which can be referenced against recent gauged flows to determine if an inspection will be required. Beaver are starting to recolonise parts of the Stour catchment. The impacts of beaver colonisation on any of the mitigation options could be positive or negative. Should beaver begin to colonise any of the mitigation option deployment locations, their activities will be monitored if required, protected species licences will be obtained so that they can be removed. A monitoring sheet and data recording system will be established to record changes in condition of the ditches, including areas of excess erosion or sediment deposition that may start to impact the nutrient reduction function of the ditches. Where problems requiring remedial actions are identified through monitoring, the relevant management actions detailed in Table 3 will be carried out. Combining monitoring as a means to identify appropriate management actions in response to prevailing environmental conditions provides an approach to adaptive management that will be used to maintain the mitigation function of the scheme. Monitoring data and any remedial actions resulting from monitoring will be collated into monitoring reports for submission to the Responsible Body. Monitoring of drainage ditches will be conducted at the same frequencies as detailed above for vegetation monitoring.	Beginning from June 2027

[4] Using data made available on the EA Hydrology Data Explorer, available from: https://environment.data.gov.uk/hydrology/landing, accessed on: 01/07/2025

6 Risk register and remedial measures

The implementation and monitoring plans have been considered with respect to risks that would potentially impact the delivery of the project. A risk register for the Scheme is detailed in Table 5.

Table 5: Risk register with remedial measures.

Scheme component	Risk factor	Trigger for action	Remedial measure
Ground clearance prior to excavation	Ecological risks due to habitat disturbance and/or direct injury to protected species.	Pre-works ecology surveys find presence of protected species.	Relevant actions detailed in ecology RAMs (see Table 1), depending on species / habitat found.
Excavation of ditches	Sediment mobilisation due to high flows.	High rainfall events during excavation.	Pause excavation works and move heavy plant onto drier ground. Ensure sediment pollution control methods are in place.
Vegetation establishment	Vegetation does not establish at high enough density on floodplain benches.	Monitoring of vegetation health shows poor establishment.	Check soil conditions to determine possible factors limiting vegetation establishment. Depending likely factor limiting vegetation establishment: • Consider whether species mix needs to be adapted for the prevailing conditions. • Reseeding, with consideration for time of year and potential impacts on establishing plants from seed. • Use plug plants to establish more mature vegetation quickly.
Vegetation establishment	Failure of trees to establish in buffer strips.	20% of trees found to be dead within years 1-10.	Consider potential causes of tree mortality. If due to poor ground conditions for establishment, determine whether alternative species may be more

Scheme component	Risk factor	Trigger for action	Remedial measure
			appropriate. If browsing or grazing is limiting tree establishment, install fencing.
Channel morphology	High flows damage design cross-sections.	Routine or post-flood monitoring, using comparisons of fixed-point photography, show damage when compared against the scheme post-implementation. Subsequent surveys of channel cross-sections show notable departures from original design geometry in ways that may impact the functioning of the Scheme.	Earthworks may be required to reinstate the original design cross-section. Consideration should be given to prevailing conditions and whether there is a need to adapt the original design to account for environmental factors.
Channel morphology	Excess sediment accumulation	Routine or post-flood monitoring, using comparisons of fixed-point photography, show areas of excess sediment accumulation compared against the scheme post-implementation *and* areas of excess sediment accumulation are causing issues for conveyance of low flows in the low-flow channel, or disconnecting the low-flow channel from the floodplain benches.	Sediment removal and vegetation reestablishment on floodplain benches if required.
Logjams	Damage due to high flows.	Routine or post-flood monitoring, using comparisons of fixed-point photography, show significant washout of woody material.	Reestablish logjams using new woody material in accordance with scheme designs.
Logjams	Excess sediment and other material accumulation causing flow impoundment.	Routine monitoring observes the presence of blockages within a logjam and impoundment of water at low flows.	Clear sediment and other accumulated material from the logjams and dispose within the ditch catchment.
Fencing (where required)	Fencing is damaged, allowing access of livestock or wild animals to the buffer or ditch, impacting vegetation or ditch morphology.	Routine monitoring finds damage to fencing, if it is installed at a given site.	Fix fencing where required.

7 Summary

An N and P mitigation scheme has been proposed for deployment at seven sites within the River Stour catchment that drains to the Stodmarsh Habitats Sits. Mitigation from this scheme is intended for offsetting the additional nutrient pollution generated by new residential development. The Stodmarsh Habitats Sites are failing the N and P targets required for the sites attain Favourable Conservation Status and thus additional N and P pollution risks adverse effects on site integrity. This Management Plan details a novel approach to the management of small, heavily managed watercourses to generate N and P mitigation at two of the seven sites, Bliby_wood_DD1 and Bliby_wood_DD2, that together comprise the Stodmarsh Stream Enhancement Scheme.

The concept for the scheme is based on the source-pathway-receptor model of pollution transport. By intercepting N transport pathways that transfer N and P predominantly from diffuse agricultural sources, the specific watercourse management approach detailed in this proposal will promote N and P cycling processes to reduce the downstream transport of N and P to receiving environments.

Following the approach detailed in the Enhanced Drainage Ditch Management Framework that supports this type of mitigation, scheme, the mitigation potential of each of the Bliby Wood ditches was quantified. By deploying the scheme at these locations to the requirements specified in this management plan and its supporting documentation, these locations will generate the quantified nutrient mitigation detailed in Section 3.

In order to achieve this mitigation potential, the scheme was designed according to the design criteria detailed in (Connor-Streich, 2024a). The watercourses wer redesigned to incorporate a two-stage cross-section, vegetated floodplain benches and ‘low-grade weirs’ in the form of large woody debris installations. This design will increase contact time of flow with sediment and vegetation, promoting natural processes that cycle N and P. The proposed design will also have number of additional benefits including NFM and biodiversity improvements.

A detailed feasibility assessment was conducted for the scheme and is provided in supporting documentation, along with full details of the methodology used to quantify the mitigation potential of the scheme and detailing the scheme design. The feasibility assessment found a lack of any significant barriers to scheme deployment.

The technical details of the scheme are supported by an implementation plan that details the sequence of deployment works required to deliver the mitigation option. This plan outlines the timing of site clearance, earthworks and vegetation establishment, which are planned for Winter and Spring 2026. Following reengineering of the ditch, vegetation will establish on the floodplain benches and the riparian zone An outline management plan was formulated and will be enacted in response to damage or changes, such as excessive sediment accumulation, that may impact the nutrient reduction processes active within the reengineered watercourse. Management and maintenance actions will be triggered through an adaptive management regime that uses monitoring to highlight the need for scheme maintenance.

8 References

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