

THIS DEED is dated the

26

day of

April

2023 4

BETWEEN

- A KIRKLEES COUNCIL of The Town Hall, ("the Authority")  
Ramsden Street, Huddersfield, West Yorkshire,  
HD1 2TA
- B CANAL & RIVER TRUST (Company Number ("the First Owner")  
07807276) of National Waterways Museum  
Ellesmere Port, South Pier Road, Ellesmere Port,  
Cheshire, England, CH65 4FW
- C NATIONAL TRUST FOR PLACES OF HISTORIC ("the Second Owner")  
INTEREST OR NATURAL BEAUTY (Charity number  
205846) of Heelis, Kemble Drive, Swindon, SN2  
2NA
- D DAVID JONES and JEAN ANNE JONES of ("the Third Owners")  
Landmoth Hall, Kirby Sigston, Northallerton, DL6  
3TF
- E DAVID JOHN BIRD and ADELE LOUISE MAJOR of ("the Fourth Owners")  
White Hull Barn, Blake Lea Lane, Marsden,  
Huddersfield, West Yorkshire, HD7 6NJ
- G BARCLAYS SECURITY TRUSTEE LIMITED ("The First Mortgagee")  
(Company Registration number 10825314) of PO  
Box 16276, One Snowhill, Snowhill Queensway,  
Birmingham, B2 2XE
- H VERNON BUILDING SOCIETY of 19 St Petersgate, ("The Second  
Stockport, Cheshire, SK1 1HF Mortgagee")

**NOW THIS DEED WITNESSES AS FOLLOWS:**

**1. INTRODUCTION**

- 1.1 The Authority is the Local Planning Authority for the purposes of the Act for the area within which the Land is situated and by whom the Obligations created by this Deed are enforceable.
- 1.2 The First Owner is registered as the owner of the freehold of that part of the Land with title absolute under title number WYK864587.
- 1.3 The Second Owner is registered as the owner of the freehold of that part of the Land with title absolute under title number WYK837959 and owner of the Compensatory Habitat Land, which is an area of land known as Holme Moor, lying to the south of Meltham Road Marsden Huddersfield, which the parties have identified as being suitable to provide compensatory habitat, registered under title number WYK723918.
- 1.4 The Third Owners are registered as the owners of the freehold of that part of the Land with title absolute under title number WYK523860.
- 1.5 The Fourth Owners are registered as the owners of the freehold of that part of the Land with title absolute under title numbers WYK685969 and YY14778.
- 1.6 The First Mortgagee has the benefit of a registered charge dated 10 July 1992 over the part of the Land registered at the Land Registry under title number WYK523860.
- 1.7 The Second Mortgagee has the benefit of a registered charge dated 30 November 2009 over the part of the Land registered at the Land Registry under title number WYK685969.
- 1.8 The Third Owner confirms that other than the parties to this Deed there are no other persons with any interest (legal or equitable) in the part of the Land registered under title number WYK523860.
- 1.9 The Fourth Owner confirms that other than the parties to this Deed there are no other persons with any interest (legal or equitable) in the part of the Land registered under title numbers WYK685969 and YY14778.
- 1.10 The First Owner and the Second Owner confirm that other than the parties to this Deed there are no other persons with any interest (legal or equitable) in the Land save that part of the Land is registered common land (Common Land number CL484 and Common Land number CL39) and subject to a number of registered rights of common.
- 1.11 The Second Owner confirms that there are no other persons with any interest (legal or equitable) in the Compensatory Habitat Land save that the Compensatory Habitat Land is

registered common land (Common Land number CL40) and subject to a number of registered rights of common.

1.12 The First Owner has by the Planning Application applied to the Authority for permission to carry out the Development.

1.13 The Council would not have been willing to grant the planning permission but for this Deed because of the need to secure compensatory habitat.

## 2. DEFINITIONS AND INTERPRETATION

2.1 For the purposes of this Deed the following expressions shall have the following meanings:

<b>“Act”</b>	means the Town and Country Planning Act 1990
<b>“Commencement of Development”</b>	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of investigations for the purpose of assessing ground conditions, habitats surveys, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and “Commence Development”, “Development to Commence” and “Development has Commenced” shall be construed accordingly.
<b>“Compensatory Habitat Land”</b>	means the land or any part thereof owned by the Second Owner and secured for the purposes of habitat improvement against which this Deed may be enforced as outlined in the area shown edged hatched purple on Plan 2
<b>“Development”</b>	means the development or part of it authorised by the grant of the Planning Permission
<b>“Land”</b>	means the land or any part thereof (together with any buildings thereon) against which this Deed may be enforced to be known as land surrounding March Haigh Reservoir and access track off Blake Lea Lane and shown for identification purposes only edged red on Plan 1
<b>“Obligations”</b>	means the obligations contained in this Deed
<b>“Owners”</b>	means the First Owner, Second Owner, Third Owner and the Fourth Owner
<b>“Plan 1”</b>	means the plan attached to this Deed entitled ‘Planning application boundary and gate location

plan' and dated 21.07.2023

**“Plan 2”** means the plan attached to this Deed entitled 'Proposed Compensation Area' and dated 09.06.2023

**“Planning Application”** means the planning application submitted to the Council for the construction of a permanent vehicular access track legally required as a 'Measure in the Interest of Safety' under the Reservoirs Act for essential safety works, ongoing inspection and emergency access and the erection of fencing which has been allocated reference 2023/91093

**“Planning Permission”** means the planning permission that may be granted pursuant to the Planning Application.

### **3. CONSTRUCTION OF THIS DEED**

In this Deed, except where the context clearly requires otherwise:

- 3.1 References to clauses, paragraphs or schedules are to the clauses, paragraphs or schedules in this Deed
- 3.2 References to any party includes the successors in title to that party and any deriving title through or under that party and in the case of the Authority the successors to its respective statutory functions
- 3.3 Where there is more than one person named as a party and where more than one party undertakes an obligation all their obligations shall be joint and several
- 3.4 The singular includes the plural, the masculine includes the feminine and neuter and vice versa.
- 3.5 Any reference to an Act of Parliament or statutory provision shall include any amendment, modification, extension or re-enactment of that provision for the time being in force, and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under an Act of Parliament or deriving validity from it.
- 3.6 The schedules to this Deed form part of (and are incorporated into) this Deed.
- 3.7 In the event that an application is made in respect of the Development pursuant to Section 73 of the 1990 Act (the "Section 73 Application") and planning permission is granted (whether or not on appeal) in respect of the Section 73 Application (the "Section 73 Permission") (and the Council is satisfied that no revised planning obligations are required as a result of the Section 73 Permission) then reference to the planning permission in this Deed shall be construed to also include the Section 73 Permission and this Deed shall apply to and remain in full force in

respect of that Section 73 Permission without the need for a further agreement to be entered into pursuant to Section 106 or 106 of the 1990 Act.

#### **4. LEGAL BASIS**

This Deed is made pursuant to section 106 of the Act and any other enabling powers. The covenants, restrictions and requirements imposed upon and/or undertaken by the Owners under this Deed create planning obligations pursuant to section 106 of the Act and are enforceable by the Authority as local planning authority against the Owners of the Land and Compensatory Habitat Land (as appropriate) or any part thereof.

#### **5. CONDITIONALITY**

Save for clauses 8.1 and 8.3 which come into effect on completion of this Deed, this Deed is conditional upon:

- (a) the grant of Planning Permission; and
- (b) the Commencement of Development.

#### **6. THE OWNER'S AND AUTHORITY'S OBLIGATIONS**

- 6.1 The Owners covenant with the Authority to comply at all times with the Obligations contained in Schedule 1.
- 6.2 The Authority covenants with the Owners to comply at all times with the Obligations contained in Schedule 2.

#### **7. MORTGAGEES' CONSENT**

- 7.1 The First Mortgagee consents to the completion of this Deed and declares that its interest in the Land shall be bound by the terms of this Deed and its interest in the Land will take effect subject to this Deed.
- 7.2 The First Mortgagee shall not be liable for any breach of the obligations in this Deed unless committed at a time when the First Mortgagee is in possession of any part of the Land.
- 7.3 The Second Mortgagee consents to the completion of this Deed and declares that its interest in the Land shall be bound by the terms of this Deed its interest in the Land will take effect subject to this Deed.
- 7.4 The Second Mortgagee shall not be liable for any breach of the obligations in this Deed unless committed at a time when the Second Mortgagee is in possession of any part of the Land.

## **8. MISCELLANEOUS**

- 8.1 The First Owner shall pay to the Authority on the completion of this Deed its reasonable legal costs incurred in the negotiation, preparation and execution of this Deed, such costs not exceeding £1000.
- 8.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 8.3 This Deed shall be registrable as a local land charge by the Authority.
- 8.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owners (or any of them) from the Authority under the provisions of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Authority by an officer duly authorised by the Authority to give such a consent.
- 8.5 Any notices to be given under this Deed shall be in writing signed by or on behalf of the party giving it and may be given by:
- 8.5.1 delivering the notice by hand, in which case it shall be deemed to have been duly served at the time it is so delivered; or
  - 8.5.2 posting the notice in a pre-paid envelope by first class or recorded delivery post, in which case it shall be deemed to have been duly served at the time it would be delivered in the ordinary course of that method of posting.
- For the purpose of this clause the address for service of each party shall be as set out at the beginning of this Deed. Any party may change its address for service by serving a notice in accordance with this clause.
- 8.6 Insofar as any provision (or part provision) of this Deed is found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 8.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the First Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 8.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land or in the case of the Second Owner, the Compensatory Habitat Land or that part of the Land or Compensatory Habitat Land in relation to which such breach occurs but without

prejudice to liability for any subsisting breach arising prior to parting with such interest.

**9. WAIVER**

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

This document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

## SCHEDULE 1

### THE OWNERS' COVENANTS

#### Definitions

In this Schedule the definitions in the body of the Deed shall apply with the following additional definitions:

"Compensatory Habitat Scheme"	A scheme which:  a) secures 3.5ha of habitat improvement on the Compensatory Habitat Land: (i) as detailed in the document titled 'Compensatory Scheme for March Haigh Reservoir Proposed Access Track which is attached at Annex A and included in the Habitats Regulations Assessment drafted by Penny Anderson Associates Ltd, dated April 2023, updated June 2023; or (ii) as otherwise outlined and agreed in writing by the First Owner and the Second Owner ("Compensation Area")  b) includes details of locations timeframes for the delivery of the habitat improvement and associated monitoring works, aftercare and thereafter management and maintenance for a period of 30 years  c) requires a maximum expenditure of £25,500 (twenty-five thousand five hundred pounds) inclusive of VAT; and  d) includes a programme for monitoring of the Compensation Area and the form of monitoring report. The monitoring will require a detailed quadrat survey, no more frequently than every 2 years, until the habitat improvement measures are established. After the habitat improvement measures are established, monitoring will be limited to a walkover report no more frequently than every 3 years up to a maximum of 30 years from the date that the first work is undertaken.  e) has been agreed in writing by the Second Owner
"Operational"	means when the Development is in use in accordance with the Planning Permission
"March Haigh Reservoir"	means the reservoir as shown on Plan 1

#### The Owners covenant with the Authority as follows:

#### HABITAT COMPENSATION

1. The First Owner will notify the Authority that the costs of the Compensatory Habitat Scheme have been paid to the Second Owner as soon as reasonably practicable after making any payment.
  
2. The Second Owner will fully implement, at the cost of the First Owner, the approved Compensatory Habitat Scheme in accordance with the timescales contained with the approved Compensatory Habitat Scheme

3. The Second Owner covenants that the Compensatory Habitat Scheme shall remain in place for as long as the Development remains present on the Land regardless of whether it is Operational and will be managed in accordance with the Compensatory Habitat Scheme

#### MONITORING

4. The Second Owner will undertake habitat monitoring in such manner and at such times as the Authority have agreed under the Compensatory Habitat Scheme
5. The Second Owner will provide to the Authority a habitat monitoring report in the form agreed by the Authority as part of the Compensatory Habitat Scheme for a period of up to 30 years.

#### ACCESS

6. The First Owner will only use the Development for the purpose of management (including but not limited to surveillance, inspection, maintenance, repair, alteration, replacement and renewal) of March Haigh Reservoir and the Development, unless otherwise agreed with the Authority.
7. (a) The Fourth Owner will ensure that access to the Development will be restricted through the use of locked gates, one at White Hall Farm on Blake Lea Lane and one at Hard Head Clough at points marked as 'Gate location 1' and 'Gate location 2' on Plan 1 (unless otherwise agreed with the Authority). These gates are to be kept locked except as needed for access by:
  - i. the First Owner pursuant to paragraph 6 above; or
  - ii. the Second, Third and Fourth Owners; or
  - iii. the emergency services
- (b) The Third Owner will ensure these gates are locked immediately after its use of the gates for access.

## **SCHEDULE 2**

### **AUTHORITY'S OBLIGATIONS**

The Authority covenants as follows:

1. Following the performance of the Owner's obligations in Schedule 1 of this Deed or if this Deed ceases to have effect pursuant to clause 8.7, the Authority shall on the written request of any Owner cancel all entries made in the local land charges register in respect of this deed.

**Annex A - Holme Moor 3.5ha Proposed Compensation measures**

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**APPENDIX 5**

**Compensatory Scheme for March Haigh Reservoir  
Proposed Access Track**

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## **COMPENSATORY SCHEME FOR MARCH HAIGH RESERVOIR PROPOSED ACCESS TRACK**

### **RESTORATION AND ENHANCEMENT OF HABITAT AT HOLME MOOR (ROUND HILL)**

#### **1. Proposed Scope of Works**

The area of Holme Moor close to Round Hill and east of Ellen Clough, is not designated as SSSI nor is it included within any SAC/SPA designations. It is within the same locality as March Haigh, being on the edge of the town of Marsden. It, therefore, offers a suitable site for compensatory measures in relation to the unavoidable impacts of the proposed access track at March Haigh Reservoir on the South Pennines Moors SAC and SPA designated features.

Purple moor-grass is dominant over wide areas at Holme Moor resulting in an impoverished vegetation and low biodiversity. Restoration and enhancement, by reducing the cover of purple moor-grass, maintaining it at a lower cover through grazing and increasing plant diversity by the addition of dwarf shrubs, cottongrass and *Sphagnum* will increase the value of the habitat.

Mixed vegetation can also significantly reduce the fire risk compared to a purple moor-grass dominated vegetation, particularly in the spring. Spring fires are especially harmful to wildlife, including ground nesting birds.

The compensation proposals focus on diversification of at least 3.5 ha of purple moor-grass dominated vegetation of the plateau areas around Round Hill – east of Ellen Clough and north of Deer Hill Conduit, part of Holme Moor. This area is identified as Area 6 within the baseline habitat and peat depth survey report (Figure 1, PAA 2023a). This includes mechanically flailing the purple-moor-grass for two consecutive years, followed by seed sowing and plug planting.

National Trust contractors and volunteers are considered best placed to undertake the works due to their familiarity and experience with the type of works. Similar works are already occurring on adjacent areas of Holme Moor.

The works will be implemented and then managed in perpetuity.

#### **2. Intervention Description**

The aim of the works is to re-establish a more diverse mixed cottongrass-dwarf shrub moorland vegetation, and this requires a number of steps:

- Flailing purple moor-grass tussocks to reduce dominance and open up the sward;
- Seeding with appropriate native seed to encourage increased plant diversity and provide vegetation cover on newly flailed areas; and
- Plug planting to introduce a wider diversity of key moorland species such as cotton grasses, dwarf shrubs and *Sphagnum* mosses.

The habitat enhancement measures to compensate for the loss of blanket bog will also increase structural diversity for moorland breeding birds such as golden plover, curlew, snipe and wheatear. The land is currently dominated by *Molinia* and the flailing and addition of *Sphagnum*, cottongrass and dwarf shrub plants will restore a habitat mosaic, in close proximity to in-bye land and adjacent open moorland habitats of Binn Moor and Deer Hill Moss.

The March Haigh scheme will also affect the designated SSSI as the SAC and SPA have a number of qualifying habitats and species that overlap with the SSSI features. In addition, some impacts on the wider breeding bird assemblage of the SSSI are also identified which includes twite. The proposed compensatory measures and post-development monitoring developed for the SAC/SPA features have been designed to also provide suitable compensation for the affected SSSI features including the breeding bird assemblage.

### ***Purple Moor-grass Flailing***

Mechanical cutting of purple moor-grass is required to break up the vegetation tussocks, to reduce the vigour of the purple moor-grass and to create space and light for other species to thrive between the tussocks.

- Flailing is to be undertaken in two consecutive years to reduce the tussock height and the vigour of the plant; and
- The areas flailed to be mapped in the field by walking the boundary of the areas.

### ***Seeding***

The purple moor-grass has been dominant for many years and the seed bank of other species in the peat is likely to be poor. Heather is present on the site as mature/degenerate plants in localised areas of very thin peat.

To prevent purple moor-grass becoming dominant again after the flailing, there needs to be additional species present that are able to compete with the grass. It is proposed that heather seed is applied across the area which has been flailed. This is not to create a heather monoculture, but to add seed which will germinate and establish to aid the development of a mixed moorland vegetation. Heather seed can germinate in

a wide range of conditions and there will be ample opportunity for heather establishment.

The quantity of seed sown will depend on the source of the seed; purchased cleaned seed, self-harvested by the National Trust with debris in the seed collection or double chopped forage harvested brash material.

The seeding rate will be a decision based on seed availability and cost.

Cross leaved-heath is a species which can be added as seed if there is sufficient seed available. This would be best sown in smaller targeted areas as the seed supply will be limited and much more expensive than heather.

### ***Plug Planting***

Additional plug planting of the following species would be advantageous:

- Cross-leaved heath (*Erica tetralix*);
- Hare's-tail cottongrass (*Eriophorum vaginatum*);
- *Sphagnum*;
- Cowberry (*Empetrum nigrum*); and
- Cowberry (*Vaccinium vitis-idaea*) (if available).

The areas for the restoration and therefore planting will be selected to occur on the deeper peats. The whole of the area identified is considered generally suitable for cross-leaved heath, hare's-tail cottongrass and *Sphagnum*, with a more limited role for the cowberry and cowberry which prefer slightly drier conditions (some bilberry is already present on site, associated with the localised heather areas).

The proportions and planting density will be dependent on the individual plug costs and availability.

Approximate distribution would be a ratio of 3:3:1 hare's-tail cottongrass: *Sphagnum*: cross-leaved heath. With only one tenth of the cottongrass numbers for the cowberry and cowberry.

There is likely to be some benefit in planting a number of plugs of a given species in a particular area within which the purple moor-grass tussocks are reduced further by screefing by hand at the time of planting. This creates a more bare and less shaded area for the plugs to establish. However, this has the risk of stock 'grazing out' all the plants in one area if they locate the patch so the planting should not be too dense.

Plant plug densities of 9/m<sup>2</sup> is proposed, however, planting location and densities are best decided on the ground after the flailing has occurred and the ground conditions are clearer.

It should be noted that bilberry is the prevalent dwarf shrub in this area. The clearance of purple moor-grass should allow more of the seed defecated by the birds to germinate and spread, and for this reason additional bilberry planting is not recommended.

### **3. Location Plan**

The compensation works will be implemented on an area of at least 3.5ha of the purple moor-grass dominated vegetation on Holme Moor (Round Hill). Further survey in summer 2023 will delineate the areas of deeper peat and the most preferred location of the works. The exact areas to be restored will be decided in the field when the practical considerations are fully assessed on the ground but will be no less than 3.5ha. A revised plan of the areas restored after treatment will be provided.

### **4. Maintenance**

Maintenance of the vegetation will be through grazing and trampling by stock with grazing restricted to the spring, summer and autumn. It is important to graze the area as hard as possible in the early spring prior to planting the plugs to reduce the vigour of the remaining purple moor-grass tussocks.

Cattle grazing is best to control the purple moor-grass, but it is recognised that this site is currently grazed by sheep which should fulfil a similar function of grazing new grass re-growth after flailing. Stocking levels (currently 100 to 140 ewes between 1<sup>st</sup> April to 31<sup>st</sup> October) will need to be compatible with the restoration objectives.

Grazing levels should be carefully monitored to understand the impact on the purple moor-grass and the planted plugs. The effects of grazing will be monitored in accordance with the criteria in Section 6 'Monitoring and Evaluation' and grazing regime adjusted as far as reasonably practicable (being subject to approval by the relevant parties).

### **5. Programme**

September/early October 2023 – First mechanical flailing of purple moor-grass, after the bird breeding season and the peak fire risk season. Vehicles used for the machine mounted flail to be fitted with low ground pressure tyres, and route carefully chosen over firmer ground.

September/early October 2024 – Second mechanical flailing of purple moor-grass

October/November 2024 to March 2025 – Heather seeding and, if available, cross-leaved heath seeding. Plug planting of all species and hand removal of purple moor-grass tussocks as required.

## **6. Monitoring and Evaluation**

### ***Post Enhancement Monitoring Programme***

The success of the interventions will be monitored in Years 1 and 3 following the addition of the plug plants.

Year 0 = March 2025 (all enhancement measures completed)

Year 1 = March 2026

Year 3 = March 2028

It is expected that by Year 3 of monitoring (2028) the desired plant species will be successfully establishing. Monitoring will be continued at Year 5 (2030) and every 3 years thereafter, unless an alternative frequency of monitoring is agreed.

Should the criteria not be met, further intervention, to be agreed with the relevant parties, will be undertaken to fulfil the restoration objectives.

### ***Assessment of Success***

The peat depth on the Holme Moor (Round Hill) compensation area is variable, with some areas supporting less than 40cm peat (i.e. shallow peat) as established by the baseline habitat and peat depth survey report (PAA 2023a).

Two measures will be used to assess success/failure of the vegetation changes on the site, and both must be fulfilled.

**Measure 1:** Assessment guided by Moors for the Future's (MFF) '*Blanket bog Decision Making Toolkit*.' The restoration principle is to move from a grass/sedge dominated vegetation (equivalent to State 4) to a mixed vegetation, with frequent to locally abundant *Sphagnum* on the deeper peat areas (equivalent to State 5).

- The interim monitoring should indicate that the restoration is on a trajectory to be compatible with the restoration objectives, as assessed by an appropriately experienced Ecologist; and

- That 3.5ha have been restored from a grass vegetation to a mixed cottongrass/dwarf shrub vegetation (similar to State 5 blanket bog vegetation) by March 2056.

**Measure 2:** Assessment based on JNCC's Common Standards Monitoring (CSM) for Blanket Bog.

- Assessment against the CSM criteria for Blanket Bog (pp.44-47 of CSM Guidance for Upland Habitats 2009) with the following variations, and noting that peat depth across the site is and will remain variable, with significant areas supporting less than 40cm peat;
- Frequency of Indicator Species – at least four (not six) indicator species present at 4m<sup>2</sup> scale;
- Cover of Indicator Species – on a trajectory for at least 35% (not 50%) of vegetation cover consisting of at least three indicator species at 4m<sup>2</sup> scale by no later than 2054; and
- Cover of Other Species – in addition to existing criteria, the site should be on a trajectory for less than 65% of vegetation cover to consist of purple moor-grass by no later than 2054.

***Repeat of Baseline Surveys***

The vegetation quadrats collected as part of the baseline habitat survey (PAA 2023a) will be repeated in Year 5 (2030). Ten 2m x 2m quadrats will be taken across the areas that have received the enhancement measures to record in more details any changes in vegetation composition.

The baseline breeding bird survey (PAA 2023b) will be repeated across the entire area in Year 1 (2026), Year 3 (2028) and Year 5 (2030) after enhancement measures, to assess any changes in the breeding bird assemblage.

Reports will be provided to the LPA after each monitoring period and include an assessment of the change over time in vegetation composition and breeding bird assemblage and an assessment of the effects of the enhancement measures on this.

**7. Management and Maintenance**

Management and maintenance will occur in perpetuity with a walkover and subsequent report conducted in Year 1 (2025) and then every three years to assess the general integrity of the site, observations on management and condition of habitats as assessed against the set monitoring targets.

The management and maintenance will be undertaken in accordance with recommendations arising from monitoring including any failures against the targets set. This may trigger the need for further intervention (to be agreed) so that the agreed compensatory habitat is delivered and maintained on the site.

## **8. Force Majeure**

There will be no requirement to restore the compensatory habitat if it is destroyed or damaged due to any direction of government, pandemic, flood, fire, bomb or unexploded ordnance. In such circumstances a revised monitoring, management and maintenance process will be agreed with the appropriate parties.

## **9. References**

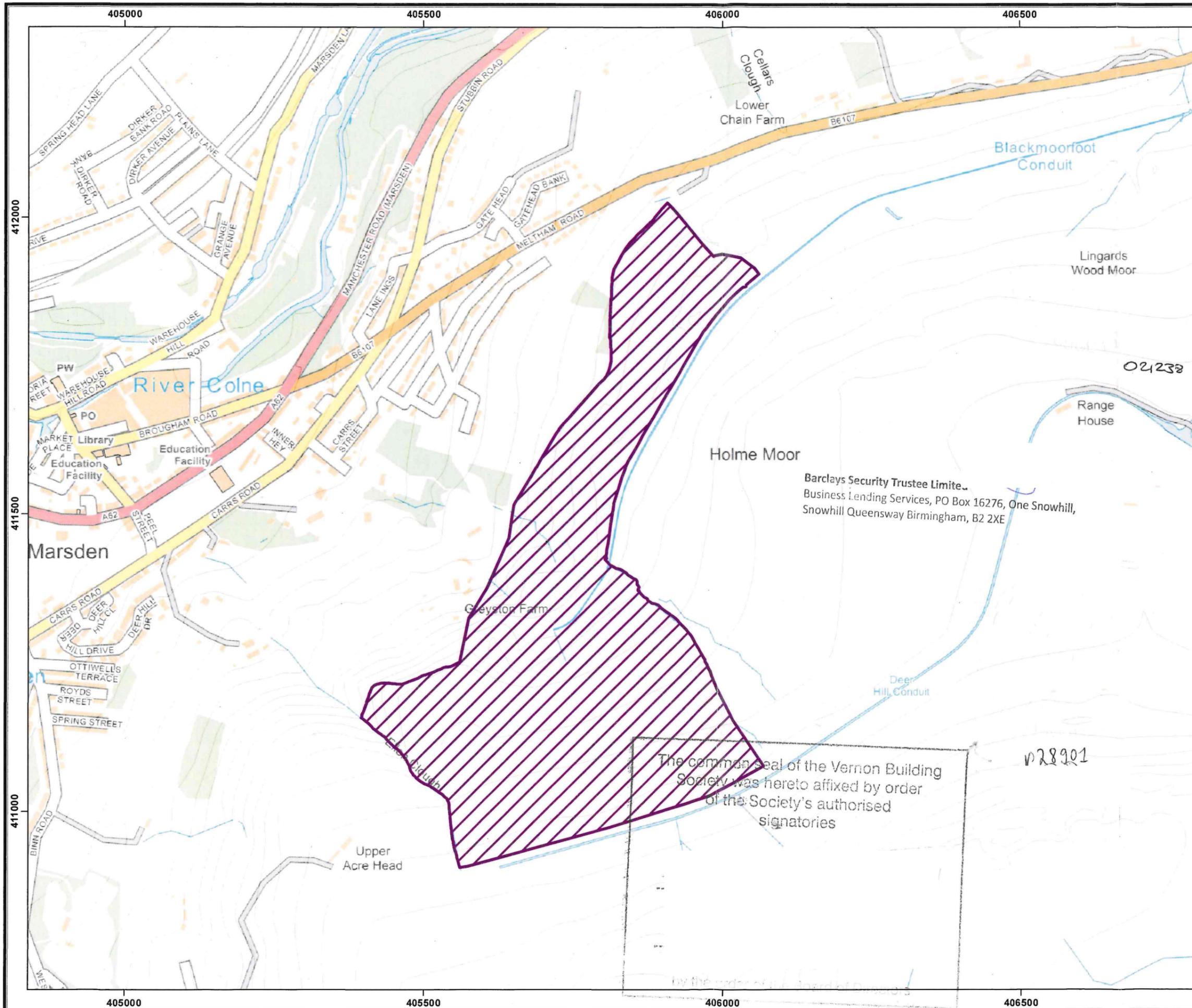
PAA 2023a. *Holme Moor (Round Hill). Baseline habitat and peat depth survey.* Unpublished report to Canal & River Trust.

PAA 2023b. *Holme Moor (Round Hill). Baseline breeding bird survey.* Unpublished report to Canal & River Trust.

**Plan 1, Planning application boundary and gate location plan**



**Plan 2, Proposed Compensation Area (Compensatory Habitat Land)**



**Legend**  
 Proposed compensation area



British National Grid  
 Projection: Transverse Mercator  
 False Easting: 400000.000000  
 False Northing: 100000.000000  
 Central Meridian: -2.000000  
 Scale Factor: 0.999601  
 Latitude Of Origin: 49.000000  
 ISO A3  
 Metres  
 0 25 50 100 150



Penny Anderson Associates Ltd  
 CONSULTING ENGINEERS  
 Penny Anderson Associates Ltd.  
 Parklea, 60 Park Road,  
 Buxton, Derbyshire, SK17 6SN.  
 Telephone 01298 27086

Project Name  
**March Haigh Reservoir**  
 Discipline  
**Ecology**

**Proposed Compensation Area**  
 Scale: 1:6,000  
 Drawing No.: **Figure 6**  
 Drawn By: CC  
 Originator: SRS  
 Date: 09/06/2023  
 PAA Ref.:  
 Revision: 1.0

The common seal of the Vernon Building Society was hereto affixed by order of the Society's authorised signatories

The Corporate Common Seal of THE COUNCIL OF THE BOROUGH OF KIRKLEES was hereunto affixed but not delivered until the date hereof

in the presence of:

..... Service Director – Legal, Governance and Commissioning/Authorised signatory

Date: 26 April 2024

Sealing number: 021238



021238

Executed as a deed by affixing the Common Seal of CANAL & RIVER TRUST in the presence of:- ) ) )

Authorised Signatory

5460



THE COMMON SEAL of THE NATIONAL TRUST FOR PLACES OF HISTORIC INTEREST OR NATURAL BEAUTY was affixed to this deed in the presence of:-

Authorised Signatory:

Number in Sealing Register: 28901



Signed as a Deed by the said **DAVID JONES**

In the presence of:-

Witness Signature .....

Name .....

Address .....

**CROMBIE WILKINSON**  
**FORSYTH HOUSE**  
**3 MARKET PLACE**  
**MALTON YO17 7LP**

Signed as a Deed by the said **JEAN ANNE JONES**

In the presence of:-

Witness Signature .....

Name .....

Address .....

**CROMBIE WILKINSON**  
**FORSYTH HOUSE**  
**3 MARKET PLACE**  
**MALTON YO17 7LP**

Signed as a Deed by the said **DAVID JOHN BIRD**

In the presence of:-

Witness Signature .....

Name .....

Address .....

197 CHEETHAM HILL RD  
DUKINFIELD CHESHIRE SK165JX

Signed as a Deed by the said **ADELE LOUISE MAJOR**

In the presence of:-

Witness Signature .....

Name .....

Address .....

197 CHEETHAM HILL RD  
DUKINFIELD CHESHIRE SK165JX

EXECUTED as a DEED by BARCLAYS SECURITY TRUSTEE LIMITED by

Director:

Name:

Signed as a Deed by

.....  
Name

.....  
Signature

Director / Secretary:

Name:

As Attorney for and on behalf of Barclays Security Trustee Limited  
in the presence of:

^

.....  
Name

.....  
Signature

EXECUTED as a DEED by VERNON BUILDING SOCIETY by

Director:

Name:

Director / Secretary:

Name:

The common seal of the Vernon Building  
Society was hereto affixed by order  
of the Society's authorised  
signatories

by the order of the Board of Directors