

FIRST SCHEDULE

INVESTMENT IN CITY COUNCIL SEVEN DAY NOTICE DEPOSITS

Part 1

1. The Developer shall pay each Contribution to the Council in accordance with the provisions of this Deed either:

- (i) by cheque made payable to "Birmingham City Council-S106", or
- (ii) by the Clearing House Automated Payment System ("CHAPS") method, (details of which can be obtained from Christine Wood, Finance Department, Birmingham City Council, Council House, Birmingham B1 1BB telephone 0121 303 2381),

using the Section 106 Payment Form

Part 2

1. Each Contribution when received by the Council shall be recorded in its accounts in the name of the 'Peddimore 2019/00108/PA GTD Contribution Account', the 'Peddimore 2019/00108/PA Transport Contribution Account' and the 'Peddimore 2019/00108/PA Off-Site Landscaping Contribution Account' respectively. The Strategic Director of Resources (or such officer for the time being performing that function) shall upon written request from the Developer provide details of any transactions involving the Contributions and of the balance outstanding. The Council shall pay a variable rate of interest calculated from the seven day London Interbank Offer Rate published in the Financial Times ("FT") adjusted as follows:

Balance outstanding	Adjusted FT rate
Over £1m	FT rate less 0.125%
Over £10,000 to £1m	FT rate less 0.25%
£1 to £10,000	FT rate less 0.50%

2. The adjusted FT rate shall be calculated by the Strategic Director of Resources from the rate published every Thursday and the rate applying to the balance outstanding shall change in accordance with the above formula whenever the adjusted FT rate changes by 0.25% or more from one Thursday to the next
3. Interest on the Contributions shall be calculated daily and added half yearly to the balance on 1 April and 1 October of each year
4. The Council reserves the right to invest the balance outstanding including any interest accrued with an Authorised Deposit Taker in a separate deposit account to be known as the "Peddimore Account" and it shall be invested in such a way as to earn the highest rate of interest reasonably obtainable consistent with a high degree of security for the sum invested

SECOND SCHEDULE

GREEN TRAVEL DISTRICT

The Developer covenants as follows:

1. Not to carry out Above Ground Works for the first Reserved Matters Phase to be constructed unless and until the GTD Contribution has been paid to the Council.

THIRD SCHEDULE

TRANSPORT CONTRIBUTION

The Developer covenants as follows:

1. Not to:
 - a. carry out Above Ground Works for the first Reserved Matters Phase to be Implemented unless and until the Transport Contribution (First Instalment) has been paid to the Council; and
 - b. carry out Above Ground Works for the Reserved Matters Second Instalment Phase unless and until the Transport Contribution (Second Instalment) has been paid to the Council

provided always that the total paid to the Council under this paragraph shall not exceed the amount of the Transport Contribution.

FOURTH SCHEDULE

MONITOR AND MANAGE PROGRAMME

The Developer covenants as follows:

1. To procure at its own expense that the Monitor and Manage Programme is carried out provided that the obligation to carry out the monitoring under the Monitor and Manage Programme ceases once the Monitor and Manage End Date is reached.
2. To use the results of the Junction Surveys carried out under paragraph 1 above so that the approved junction models can be updated in consultation with the Council and TWM.
3. To procure that the Annual Monitoring Report is provided to the GTD Board annually no later than three months following each anniversary of the Monitor and Manage Start Date until the Monitor and Manage End Date is reached.
4. To provide a Site Wide Travel Plan Co-ordinator from the Monitor and Manage Start Date for the life of the Development unless it is agreed with the Council that a Site Wide Travel Plan Co-ordinator is no longer required.

FIFTH SCHEDULE

CONTRIBUTION TO OFF-SITE LANDSCAPING

The Developer covenants as follows:

1. Not to carry out Above Ground Works unless and until the Off-site Landscaping Contribution has been paid to the Council.

SIXTH SCHEDULE

PATH NETWORK

The Developer covenants as follows:

1. Not to cause or allow Occupation of any Commercial Floorspace unless and until the Permissive Paths, Bridleway, the PROW 1131 Extension and the PROW 2086 Re-provision have been Practically Completed in accordance with the details on the Path Network Plan;
2. To procure the maintenance and management at its own expense of the Permissive Paths, Bridleway and the PROW 2086 Re-provision and the part of the PROW 1131 Extension shaded in light blue on the Path Network Plan for the life of the Development;
3. (Subject to paragraphs 5, 6, 7 and 8 below) from Practical Completion of any part of the Permissive Paths, to allow the public to have access on foot and by bicycle to the completed part of the Permissive Path at all times every day throughout the year for 24 (twenty four) hours a day and to allow the public to have access on horseback to the part of the Permissive Path between the PROW 2086 Re-provisions and the connection to Wishaw Lane;
4. To permit the Council by its officers, workmen or agents (subject to providing reasonable prior notice in writing) access to the Permissive Paths in order to ensure that the provisions of this Schedule are being complied with;
5. It is agreed between the Developer and the Council that there is no intention to create any public rights of way over any part of the Permissive Paths and that any access of the public to the Permissive Paths shall be subject to the rights of all persons having rights over the same for the purpose of access to the Development or part or parts thereof and for the purpose of maintenance, repair or rebuilding thereof and notwithstanding anything contained in this Deed the Developer may from time to

time prevent or restrict access to the Permissive Paths (or any part of the Permissive Paths) for so long as is reasonably necessary for the following purposes:

- 5.1 the maintenance of the Permissive Paths;
 - 5.2 the laying, construction, inspection, maintenance, repair or renewal of any building or buildings or any services or service media serving such building or buildings now or hereafter on the land adjoining the Permissive Paths or any part thereof (including the erection of scaffolding);
 - 5.3 rebuilding or redevelopment of any part or parts of the land adjoining the Permissive Paths;
 - 5.4 in cases of emergency or some danger to the public or in the interests of security;
 - 5.5 closure to allow the Developer and/or their contractors or occupiers of the Development to carry out maintenance, cleaning, remedial and other necessary works to the relevant areas and/or the parts of the Development abutting such areas (including works of shop fitting or other structural or non-structural works and/or alterations);
 - 5.6 closure for the minimum period required to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law;
 - 5.7 in accordance with any lawful requirements of the police or other competent body;
 - 5.8 for any other sufficient cause approved by the Council; and
6. It is agreed between the Developer and the Council that the Developer may make and enforce such reasonable rules and regulations governing access as it may from time to time consider necessary and appropriate to control the use of the Permissive Paths and shall send to the Council by way of consultation before they are brought into force a copy of any rules and regulations to be made and shall inform the

Council in writing of any changes that may from time to time be made to the said rules and regulations before they are brought into force.

SEVENTH SCHEDULE

FARMLAND BIRDS MITIGATION

Part 1

The Developer covenants as follows:

1. Not to carry out any Implementation Works, Above Ground Works or any other works to the land where the habitat is being lost until a mitigation site suitable for implementing the off-site elements of the Outline Farmland Birds Mitigation Strategy or Approved Farmland Birds Mitigation Strategy has been secured (and for the avoidance of doubt, the covenant on the part of IM Properties in Part 2 of this Schedule satisfies this requirement).
2. To submit the Final Farmland Birds Mitigation Strategy to the Council for approval no later than 15th January following Implementation;
3. To submit the findings of any further breeding surveys within 2 calendar months of the completion of the surveys to the Council
4. To implement the Approved Farmland Birds Mitigation Strategy on the Farmland Birds Mitigation Site prior to the first breeding season following Implementation and thereafter maintain the mitigation for farmland birds in accordance with the Approved Farmland Birds Mitigation Strategy (as may be amended from time to time by agreement with the Council) for the life of the Development.

Part 2

IM Properties covenants as follows:

1. To make available sufficient land within the Farmland Birds Mitigation Site for the implementation of the Approved Farmland Birds Mitigation Strategy prior to the first breeding season following Implementation and to procure that the Approved Farmland Birds Mitigation Strategy is implemented on the Farmland Birds Mitigation Site prior to the first breeding season following implementation and

continuously for the life of the Development or until such time as an alternative site has been provided to the satisfaction of the Council.

EIGHTH SCHEDULE

MANAGEMENT COMPANY

The Developer covenants as follows:

1. Not to carry out any Above Ground Works in a Reserved Matters Phase until the details of the Management Company (or any other suitable arrangements) have been approved by the Council.
2. Not to allow Occupation of a Reserved Matters Phase until the Management Company has been established and the responsibility for managing and maintaining the Development and performing the relevant obligations has been transferred to the Management Company (or other suitable arrangements have been put in place to the satisfaction of the Council).

NINTH SCHEDULE

COUNCIL'S COVENANTS TO THE DEVELOPER

The Council covenants as follows:

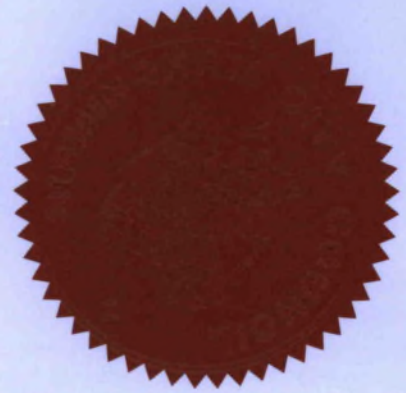
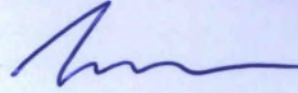
1. To use all Contributions or instalments thereof received from the Developer under the terms of this Deed for the purposes for which they have been paid or for any other purpose that shall be agreed in writing between the Council and the party responsible for paying the Contribution provided that this has been approved by the Council's Planning Committee.
2. To provide to the Developer upon written request such evidence as the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this Deed.
3. At the written request of the Developer to provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
4. If any part of a Contribution shall not have been contractually committed by the Council within the period of ten years (or whatever period of time shall be agreed in writing between the Council and the party responsible for paying the Contribution) from the receipt of that Contribution in full the Council shall upon written request repay the unexpended balance of that Contribution (including any interest accrued but not including any monies required to be paid by the Developer in accordance with clause 13 hereof) to the payee.
5. To carry out and complete any Highway Improvement Works and Walking and Cycling Measures as soon as practically possible following the recommendation by the GTD or Highways England that Highway Improvement Works or Walking and Cycling Measures should be carried out provided that the Council agrees with the recommendation.

6. Subject to receiving the necessary co-operation from any party whose consent, approval or agreement is required to enable the Highway Improvement Works to be carried out, to use all reasonable endeavours to procure that any Highway Improvement Works required pursuant to condition 38 of the draft Planning Permission appended hereto, are carried out and completed in accordance with the programme approved pursuant to condition 37 of the draft Planning Permission appended hereto.
7. To ensure that an On-Demand Bus Service will be in operation from the anticipated date of Occupation of the first Commercial Floorspace, or such other date as agreed with the Developer in consultation with the GTD Board and if the Council has not ensured that an On-Demand Bus Service is available from the anticipated date of Occupation (or such other date agreed pursuant to this paragraph), the Developer may implement a Replacement Bus Service to meet the needs of the occupiers of the Commercial Floorspace until such time as the Council provides an On-Demand Bus Service that meets the needs of such occupiers and the Council shall, on presentation of a valid invoice, reimburse the Developer its reasonable costs of implementing the Replacement Bus Service from the Transport Contribution.
8. If the Council considers that amendments are required to the Final Farmland Birds Mitigation Strategy submitted pursuant to paragraph 1 of the Seventh Schedule, to notify the Developer as soon as possible and in any event within 8 weeks of submission that such amendments are required and to deal with the amendments expeditiously with the aim of having an Approved Farmland Birds Mitigation Strategy in place in time for it to be implemented before the first breeding season following Implementation pursuant to paragraph 2 of the Seventh Schedule.

EXECUTED AS A DEED the day and year first written

EXECUTED AS A DEED by affixing
THE COMMON SEAL of
BIRMINGHAM CITY COUNCIL
in the presence of:-

)
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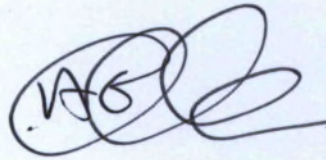
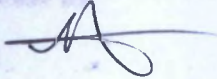
142078

Authorised Signatory

SIGNED AS A DEED and DELIVERED
by IM PROPERTIES PLC in
the presence of:-

)
)
)

Witness:

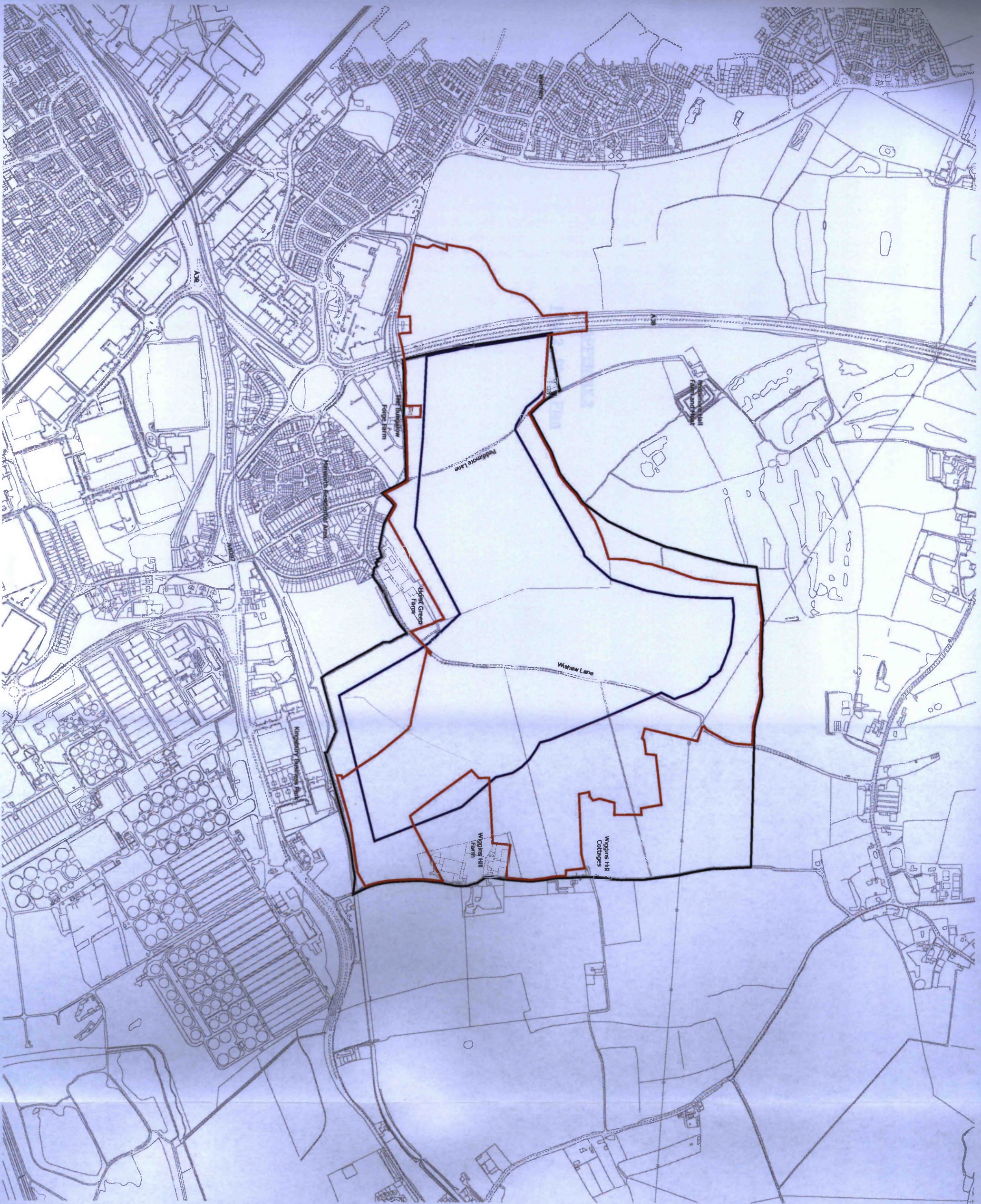


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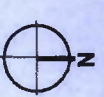
The Gate
International Drive
Solihull
B90 4WA

APPENDIX 1

Plan 1 - Site Plan



The information in this document is intended to provide an overview of the site and its surroundings. It is not intended to be a substitute for a detailed site plan or other documents. The information is provided for general information only and should not be relied upon for any specific purpose.



KEY

- Birmingham Development Plan allocation boundary (Policy S46) 134.531 ha
- Planning Application Boundary 169.44 ha
- Birmingham Development Plan allocation Developable Area boundary (Policy S46) 70.98 ha

PLANNING



Name: Birmingham Development Plan Allocation Boundary
 Drawing No: 17046_P0001
 Date: 01.05.2018
 Scale: 1:2500

Drawing Title: Birmingham Development Plan Allocation Boundary
 Drawing No: 17046_P0001

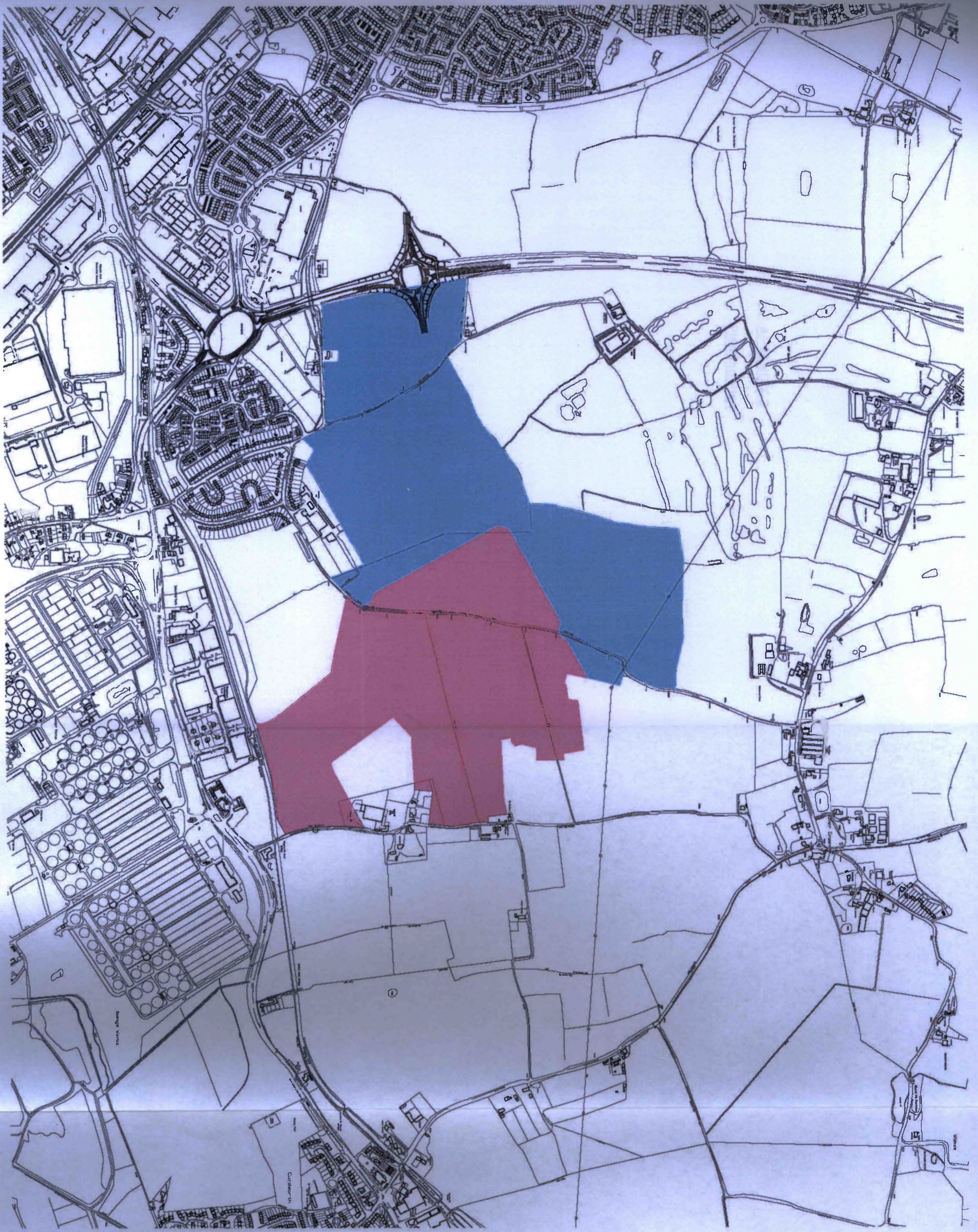
Peddimore
 Site Location Plan



Drawing No: 17046_P0001
 Revision: G

APPENDIX 2

Plan 2 - Phase Plan



The information on this drawing is the property of the architect. It is not to be used for any other purpose without the written consent of the architect. The architect is not responsible for any errors or omissions on this drawing. The architect is not responsible for any construction or other work carried out in reliance on this drawing. The architect is not responsible for any other work carried out in reliance on this drawing. The architect is not responsible for any other work carried out in reliance on this drawing.

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no.	date	revision	by



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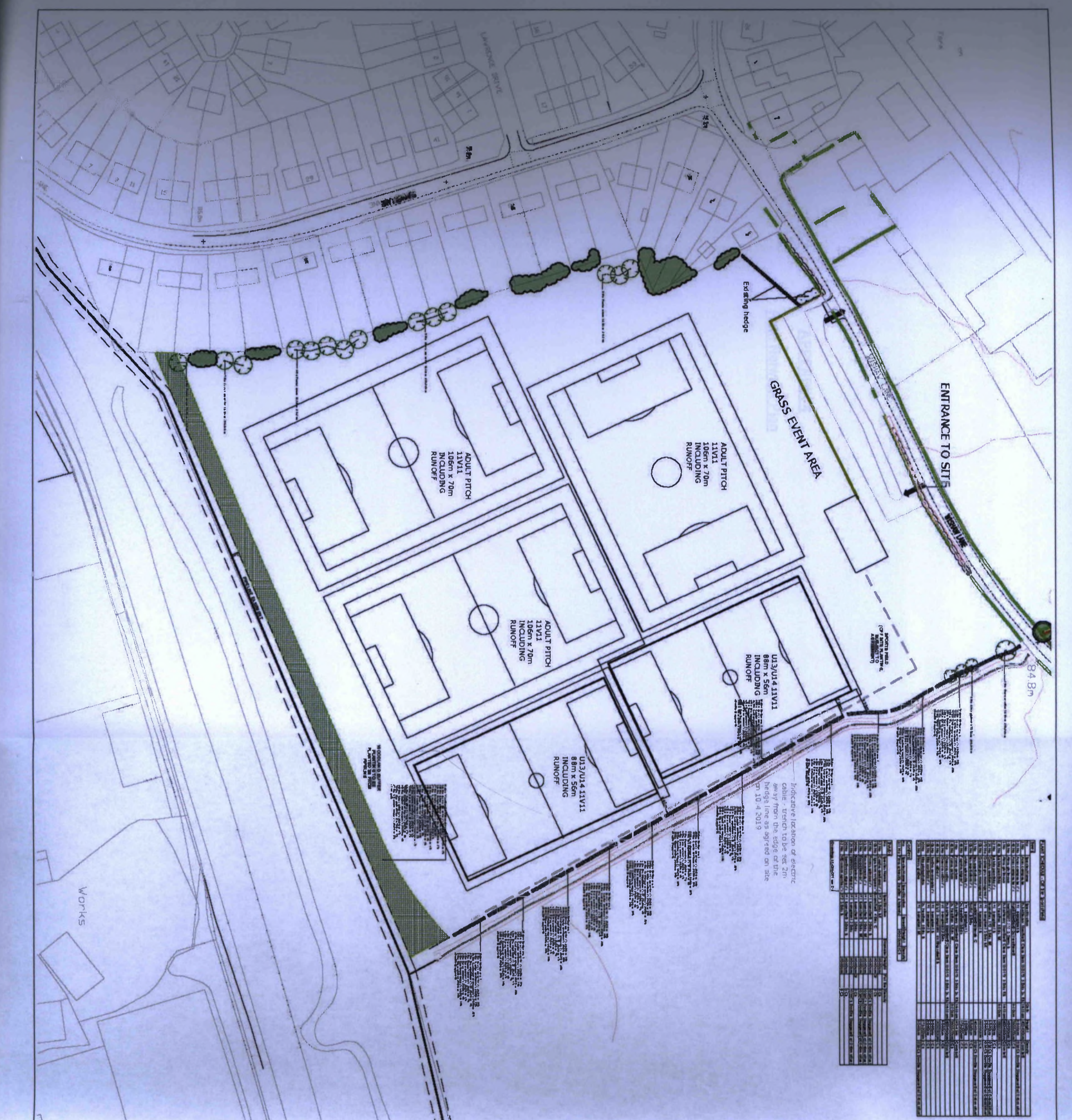
Peddimore

Appendix 1A
Estate

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checked	ml	date	

APPENDIX 3

Planting Plan



PLANTING SCHEDULE

NO.	PLANT SPECIES	PLANT SIZE	PLANTING DATE	PLANTING METHOD	PLANTING DENSITY	PLANTING AREA	PLANTING COST	PLANTING TOTAL
1
2
3
4
5

PLANTING SCHEDULE

NO.	PLANT SPECIES	PLANT SIZE	PLANTING DATE	PLANTING METHOD	PLANTING DENSITY	PLANTING AREA	PLANTING COST	PLANTING TOTAL
6
7
8
9
10

PLANNING NOTES (SOFT LANDSCAPE)

1. SOFT LANDSCAPE / PLANNING NOTES TO BE REVIEWED BY THE CLIENT IN ACCORDANCE WITH THE LANDSCAPE DESIGN STANDARDS AND SPECIFICATIONS. ALL PLANTING MUST BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE DESIGN STANDARDS AND SPECIFICATIONS. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PLANNING PERMISSIONS AND CONSENTS. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PLANNING PERMISSIONS AND CONSENTS.
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LEGEND - SOFT LANDSCAPE

- 1. DEDICATED SOFT LANDSCAPE AREAS (SEE DRAWING 10/4/2018)
- 2. SOFT LANDSCAPE AREAS (SEE DRAWING 10/4/2018)
- 3. PLANTING AREAS (SEE DRAWING 10/4/2018)
- 4. PLANTING AREAS (SEE DRAWING 10/4/2018)
- 5. PLANTING AREAS (SEE DRAWING 10/4/2018)
- 6. PLANTING AREAS (SEE DRAWING 10/4/2018)
- 7. PLANTING AREAS (SEE DRAWING 10/4/2018)
- 8. PLANTING AREAS (SEE DRAWING 10/4/2018)
- 9. PLANTING AREAS (SEE DRAWING 10/4/2018)
- 10. PLANTING AREAS (SEE DRAWING 10/4/2018)

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Project
 LANDSCAPE DESIGN LTD
 10/4/2018

Client
 JIM PROPERTIES PLC
 PEDDIMORE

Scale
 1:500

Date
 10/4/2018

Drawn by
 [Name]

Checked by
 [Name]

Project No.
 [Number]

Revision
 [Details]

Notes
 [Details]

Footer
 [Details]

Contact
 [Details]

APPENDIX 4

Path Network Plan



NOTES

- Do not scale this drawing. All dimensions must be checked & verified on site. If in doubt ask.
- This drawing is to be read in conjunction with all relevant technical specifications and specifications.

General

- Birmingham Development Plan allocation
- Boundary (Policy GA6)
- Planning Application Boundary
- Extent of proposed permissive path
- Proposed extent of adopted footway of way

Section 247

- Extent of existing public highway to be stopped up under S247
- Extent of highway to be improved

PROW 2086

- Extent of existing PROW 2086 to be temporarily stopped-up
- Extent of existing PROW 2086 to be permanently stopped-up
- Proposed new Bridleway to be declared as extension to PROW 2086

PROW 1131

- Existing extent of PROW 1131 to be retained
- Proposed extension to PROW 1131 over private highway

Rev	Description	By	Date
R1	Issue for consultation	AW	10/10/10
R2	Issue for consultation	AW	10/10/10
R3	Issue for consultation	AW	10/10/10
R4	Issue for consultation	AW	10/10/10
R5	Issue for consultation	AW	10/10/10
R6	Issue for consultation	AW	10/10/10
R7	Issue for consultation	AW	10/10/10
R8	Issue for consultation	AW	10/10/10
R9	Issue for consultation	AW	10/10/10
R10	Issue for consultation	AW	10/10/10

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PROJECTS

PROJECT

PEDDIMORE

STRATEGY FOR PUBLIC RIGHTS OF WAY AND PERMISSIVE PATHS

PRELIMINARY

DATE: 07/12/10

SCALE: A1

PROJECT: PED-BWB-GEN-XX-TR-DR-007

SHEET: 52

OF: 11

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APPENDIX 5

Outline Farmland Birds Mitigation Strategy

PEDDIMORE

OUTLINE SKYLARK MITIGATION STRATEGY

A Report to: IM Properties Plc

Report No: RT-MME-130710 [INTERIM]

Date: July 2019



MIDDLEMARCH ENVIRONMENTAL

Triumph House, Birmingham Road, Allesley, Coventry CV5 9AZ

Tel: 01676 525880 Fax: 01676 521400

E-mail: admin@middlemarch-environmental.com Web: www.middlemarch-environmental.com

REPORT VERIFICATION AND DECLARATION OF COMPLIANCE

This study has been undertaken in accordance with British Standard 42020:2013 "Biodiversity, Code of practice for planning and development".

Report Version	Date	Completed by:	Checked by:	Approved by:
INTERIM	08/07/2019	Tom Docker MCIEEM (Ecological Impact Assessment Manager) and Hannah Train Grad CIEEM (Senior Ecological Consultant)	Tim Hextell MCIEEM (Principal Technical Ecological Consultant)	Dr Philip Femor MCIEEM CEnv (Managing Director)

The information which we have prepared is true, and has been prepared and provided in accordance with the Chartered Institute of Ecology and Environmental Management's Code of Professional Conduct. We confirm that the opinions expressed are our true and professional bona fide opinions.

DISCLAIMER

The contents of this report are the responsibility of Middlemarch Environmental Ltd. It should be noted that, whilst every effort is made to meet the client's brief, no site investigation can ensure complete assessment or prediction of the natural environment.

Middlemarch Environmental Ltd accepts no responsibility or liability for any use that is made of this document other than by the client for the purposes for which it was originally commissioned and prepared.

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1. INTRODUCTION

1.1 PROJECT BACKGROUND

IM Properties PLC commissioned Middlemarch Environmental Ltd to develop an Outline Skylark Mitigation Strategy associated with a Proposed Scheme located on land at Peddimore near Birmingham in the West Midlands (herein referred to as the 'Site').

Aecom Ltd completed a desk study search and a suite of ecological assessments at the Site in 2016. Middlemarch Environmental Ltd has completed a range of ecological surveys and assessments at the site in 2018 and 2019, including a Breeding Bird Survey (Report RT-MME-127707-06 Rev C) and Winter Bird Survey (Report RT-MME-127707-08). These surveys confirmed that the site supports a range of breeding and wintering bird species, including several notable declining farmland species of conservation concern, such as skylark.

Middlemarch Environmental Ltd contributed to the Environmental Impact Assessment (EIA) Scoping Report and has subsequently written the Biodiversity chapter of the Environmental Statement (ES). Middlemarch Environmental Ltd has also completed a Local Wildlife Site Assessment (Report RT-MME-129179 Rev D) and produced a Framework Ecological Mitigation Strategy (FEMS, Report RT-MME-128681-01 Rev A) and a Construction Ecological Management Plan (CEcMP, Report RT-MME-128681-02 Rev A), which were submitted in support of the planning application for the Proposed Scheme.

The planning application was registered with Birmingham City Council on 8th January 2019 and provided with the reference 2019/00108/PA. Consultation comments were subsequently provided by Nicola Farrin, Principal Ecology Officer, Birmingham City Council, on 4th March 2019, outlining a small number of outstanding ecological issues which would need to be addressed, one of which related to the predicted impact on notable bird species as a result of the Proposed Scheme. This interim strategy has therefore been produced to address these comments. A final version of the strategy will be prepared in support of an application to discharge any relevant planning conditions.

1.2 SITE DESCRIPTION AND CONTEXT

The Site comprises an irregularly-shaped parcel of farmland, centred at National Grid Reference SP 1594 9339, on the eastern outskirts of the West Midlands conurbation. The Site occupies a footprint of approximately 110 ha. The western area of the Site is generally flat, rising gently to the north within the central area of the Site, and rising steadily in the east of the Site up to Wiggins Hill Road. Towards the western side of the Site is a wet channel feature which follows a roughly north / north-westerly course along a generally straightened channel to Peddimore Hall Moat, just over 350 m north of the Site.

Land use is dominated by arable farmland in very large, open fields with only remnant field boundaries evident in one or two places. Additional habitats recorded comprised areas of poor semi-improved grassland (mainly associated with field boundary margins), a small area of plantation woodland, pockets of tall ruderal and ephemeral vegetation, one or two scattered trees marking previous boundary features, and sections of predominantly hawthorn-dominated hedgerow, subject to regular management.

The Site is bordered by additional areas of arable farmland to the north and north-east. To the east, Wiggins Hill Lane forms much of the eastern Site boundary. The southern Site boundary is delineated by the Birmingham and Fazeley Canal in the south-east and several minor roads in the south and south-west, with residential development beyond. The western edge of the Site is formed by a mixture of further arable fields and residential development. A major feature of the Site on its western side is the A38, which is aligned a north / south axis. The wider landscape is dominated by the built environment to the west and south and by mixed farmland to the north and east.

1.3 PROPOSED WORKS

The proposals for the Site comprise:

Hybrid planning application comprising: Outline application with all matters reserved for an employment park comprising B1b, B1c, B2 and/or B8 uses, including ancillary offices (B1a), gatehouses and security facilities,

service yards and HGV parking, plant, vehicular and cycle parking, landscaping, pedestrian and cycle infrastructure, green and blue infrastructure, ancillary business and community facilities (D1/D2/B1a/A3/sui generis) including a multi-purpose hub building and associated development. Full planning application for a new roundabout access from the A38, construction access and compound area, internal spine road, site gatehouse, primary substation and tower, engineering operations including foul pumping station, acoustic fencing, earthworks (including creation of development plot plateaus), pedestrian and cycle infrastructure and structural landscaping including drainage infrastructure and development platform within Peddimore Brook corridor for ancillary business and community facilities.

1.4 DOCUMENTATION PROVIDED

The conclusions and recommendations made in this report are based on information provided by the client regarding the scope of the project. Documentation made available by the client is listed in Table 1.1.

Document Name / Drawing Number	Author
Illustrative Masterplan 01/ 17046 P0003 Rev M	UMC Architects
Detailed Infrastructure Plan / 17046 P0004 Rev L	UMC Architects
Parameters Plan for Outline Elements / 17046 P0002 Rev L	UMC Architects
Site Plan Street Lighting Layout / 18-073-PL-001 PL3	MBA Consulting Engineers
20 Year Landscape Maintenance Plan / 17-098 / DR / LMP001 Rev H	BEA Landscape Design Ltd
Detailed Infrastructure Planting Proposals (1 of 10) / 17-098-012 Rev E	BEA Landscape Design Ltd
Detailed Infrastructure Planting Proposals (2 of 10) / 17-098-013 Rev E	BEA Landscape Design Ltd
Detailed Infrastructure Planting Proposals (3 of 10) / 17-098-014 Rev E	BEA Landscape Design Ltd
Detailed Infrastructure Planting Proposals (4 of 10) / 17-098-015 Rev E	BEA Landscape Design Ltd
Detailed Infrastructure Planting Proposals (5 of 10) / 17-098-016 Rev E	BEA Landscape Design Ltd
Detailed Infrastructure Planting Proposals (6 of 10) / 17-098-017 Rev E	BEA Landscape Design Ltd
Detailed Infrastructure Planting Proposals (7 of 10) / 17-098-018 Rev E	BEA Landscape Design Ltd
Detailed Infrastructure Planting Proposals (8 of 10) / 17-098-019 Rev E	BEA Landscape Design Ltd
Detailed Infrastructure Planting Proposals (9 of 10) / 17-098-020 Rev E	BEA Landscape Design Ltd
Detailed Infrastructure Planting Proposals (10 of 10) / 17-098-021 Rev D	BEA Landscape Design Ltd

Table 1.1: Documentation Provided by Client

1.5 CONSULTATION

Consultation comments provided by Nicola Farrin, Principal Ecology Officer, Birmingham City Council, dated 4th March 2019, stated that:

"...for certain species, for example breeding skylark (seven territories confirmed), and groups of wintering declining farmland bird species (skylark, grey partridge, linnet and reed bunting), I am not convinced that the mitigation as currently proposed is sufficient to adequately address adverse impacts.

Further on-site habitat provision is required to compensate for the loss of existing habitats, having regard for favoured habitat characteristics for key species (ie skylark and other declining farmland birds) including the presence of large, open fields and seed-rich habitats (for example weed-rich stubble, weedy field margins). Options for achieving this include provision of suitably designed green roofs on warehouse units, and reviewing the design and management of the fields to the east of the development plots to provide favourable conditions."

Regarding off-site mitigation, Nicola Farrin, Principal Ecology Officer, Birmingham City Council, stated the following in an email to Hannah Train, Senior Ecological Consultant, Middlemarch Environmental Ltd, dated 25th March 2019:

"...it will be tricky secure off-site mitigation in adjacent areas of the green belt in north-east Birmingham. There are no suitable BCC land holdings. Non-operational areas of Severn Trent Water's Minworth Sewage Works may be a possibility? Other than this, we would be looking at off-site mitigation beyond Birmingham and into North Warwickshire, perhaps within five kilometres of the site..."

During a phone call between Tom Docker, Ecological Impact Assessment Manager, Middlemarch Environmental Ltd and Nicola Farrin, Principal Ecology Officer, Birmingham City Council on 27th March 2019, the requirements for both on-site and off-site mitigation were discussed. It was agreed that the fields proposed in the eastern part of the Site would be likely to support three skylark territories, and therefore any off-site mitigation would need to support four territories. Nicola Farrin stated that in order for her objection to the Proposed Scheme to be withdrawn, the following would be required: confirmation that an appropriate site had been identified and assessed for its suitability for mitigation; details regarding the mitigation that would be provided; and, confirmation that the mitigation could be delivered and the site be subject to long-term management.