

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-two, the fourth day of March.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment, Sunburst Investments Limited and MBC Motor Repairs Limited in relation to Seaside Café, Le Mont de Ste Marie, St Mary, be registered in the Public Registry of this Island.


Greffier Substitute

LOD

Reg. Pub.

Planning Obligation Agreement under Article 25 of the Planning and Building (Jersey) Law 2002

This Planning Obligation Agreement relates to the development of Seaside Café, Le Mont de St Marie, St Mary.

Dated :

2nd March

2022

The Chief Officer for the Environment (1)
Sunburst Investments Limited (2)
MBC Motor Repairs Limited (3)

DATE

2nd March

2022

PARTIES

- (1) The Chief Officer for the Environment of the Government of Jersey, La Motte Street, St Helier, Jersey ("the Chief Officer")
- (2) Sunburst Investments Limited ("the Owner")
- (3) MBC Motor Repairs Limited of Le Nid D'or, La Route des Genets, St Brelade, JE3 8LF, Jersey ("the First Lender")

RECITALS

- 1 The Owner warrants and confirms that it is the owner in perpetuity (à fin d'héritage) of the Property by virtue of the contracts of hereditary purchase of the Seaside Café dated 4th April 1975 and dated 28th May 2021 in relation to a section of neighbouring sand dune.
- 2 De Montford Developments Limited ("the Developer") has submitted an application (accorded the reference P/2021/0861) for planning permission for the Development on behalf of the Owner.
- 3 The First Lender has an interest in the Site by virtue of a judicial hypothec (hypothèque judiciaire) which was registered in the Public Registry on 17 December 2021.
- 4 Pursuant to Article 9(5)(b) of the Law, the Chief Officer referred the Application to the Planning Committee for determination by that Committee.
- 5 Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Planning Committee at its meeting on 13 January 2022 resolved to approve the grant of planning permission for the Development subject to the prior completion of this Agreement to secure the obligations contained therein.
- 6 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 7 The parties acknowledge that this Agreement is legally binding.
- 8 This Agreement shall be construed so as to give effect to the purpose and intention of the Law.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**OPERATIVE PART****1 DEFINITIONS**

For the purposes of this Agreement the following expressions shall have the following meanings:

"Agreement"		this agreement including the recitals and schedules hereto;
"Application"		the application for planning permission in respect of the Site submitted to the Chief Officer by the Developer for the Development and allocated reference number P/2021/0861;
"Bus Access Area"		an area of the Site allowed for the use of the public bus, including the bus shelter, bus stop and bus turning circle, as shown cross-hatched on the plan called "Bus and Public Access Plan" a copy of which is attached in the Fourth Schedule hereto;
"Bus Shelter"		a new bus shelter as identified on approved plan PL05D a copy of which is attached in the Fifth Schedule hereto;
"Bus Shelter Specification"		a specification for the creation of the Bus Shelter as agreed between the Owner and the relevant Government of Jersey authorities;
"Chief Officer"		the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the Government of Jersey department responsible for planning and building in accordance with Article 1 of the Law;
"Commencement"		the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out and "Commence" and "Commenced" shall be construed accordingly;
"Development"		Demolish existing café, ancillary shop, residential accommodation and remove the car park. Construct

		café/restaurant with associated parking and one no. four bedroom Dwelling Unit with triple garage, bunker store and associated landscaping. Create a public footpath along the southern edge of the Site and provide access to the café through the site via a footpath connecting to the existing promenade. Retain the bus stop and provide new bus shelter. AMENDED PLANS: Formation of a bus turning circle, and relocation of bus shelter & bicycle racks. Re-direction of the public foul sewer. Additional heritage and ecology details provided.
"Dwelling Unit"		a residential unit forming part of the Development pursuant to the Planning Permit;
"GST"		goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
"Interest"		interest at three per cent above the base lending rate of the Bank of England from time to time;
"Island Plan 2011"		the Government of Jersey Island Plan, 2011 (as amended from time to time);
"Landscape Management Plan"		the approved Michael Felton Limited 5-year Landscape Management Plan, a copy of which is attached in the Sixth Schedule hereto;
"Law"		the Planning and Building (Jersey) Law 2002;
"Occupation" "Occupy" and "Occupied"		means occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
"Pedestrian Crossing"		a pedestrian crossing on Mont de la Grève de Lecq as shown for the purposes of identification on approved

		plan PL05D, a copy of which is attached in the Fifth Schedule hereto, as detailed in the Planning Permit or as otherwise agreed between the Developer and the relevant Government of Jersey authorities;
"Planning Permit"		the planning permission for the Development granted by the Chief Officer pursuant to the Application, a copy of which is attached in the Third Schedule;
"Public"		the Public of the Island of Jersey;
"Public Access Areas"		access for the Public onto the Public Footpath and the Bus Access Area;
"Public Footpath"		the new public footpath, pavement and access route to be created across such areas of the Site as shown hatched on the plan entitled "Bus and Public Access Plan" a copy of which is attached in the Fourth Schedule hereto;
"Public Footpath Specification"		a specification for the works for the creation of the Public Footpath as agreed between the Owner and the relevant Government of Jersey authorities;
"Royal Court"		the Royal Court of the Island of Jersey;
"Site"		Seaside Café, Le Mont de St Marie, St Mary and section of sand dune, shown for the purpose of identification by a thick black edging and hatched black line on the Plan, a copy of which is attached in the First Schedule, upon which the Development is to be carried out.

2 CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 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.
- 2.5 Any reference to a law of the Government of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that law or deriving validity from it.
- 2.6 References to any party to this Agreement 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 Chief Officer the successors to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

3 LEGAL BASIS

- 3.1 This Agreement is made pursuant to Article 25 of the Law.
- 3.2 The covenants, restrictions and requirements imposed upon the Owners under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Chief Officer against the Owner.

4 CONDITIONALITY

- 4.1 This Agreement is conditional upon:
 - 4.1.1 the grant of the Planning Permit; and
 - 4.1.2 the Commencement of the Development;

save for any relevant provision which shall come into effect immediately upon the date on which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

5 OWNER COVENANTS

The Owner covenants and agrees with the Chief Officer as set out in the Third Schedule so that this Agreement shall be enforceable without limit of time against the Owner and any person claiming or deriving title through or under the Owner to the Site or any part or parts thereof.

6 PUBLIC REGISTRY OF CONTRACTS

The Chief Officer shall as soon as practicable apply to the Royal Court for an order that this Agreement be registered in the Public Registry of Contracts.

7 MISCELLANEOUS

- 7.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Chief Officer under the terms of this Agreement 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 may be given on behalf of the Chief Officer by the Director - Development Control of Planning and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control at Customer and Local Services, PO Box 55, La Motte Street, St Helier, Jersey JE4 8PE or as otherwise notified for the purpose by notice in writing.
- 7.2 Any notices on the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 7.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 7.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the Commencement of Development.
- 7.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.

- 7.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Chief Officer and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Chief Officer by any of the obligations or covenants by the Owners in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 7.8 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 7.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.
- 7.10 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 7.11 All communications and notices served or made under this Agreement shall be in writing.

8 WAIVER

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

9 CHANGE IN OWNERSHIP

The Owner agrees with the Chief Officer to give the Chief Officer written notice (as soon as reasonably practical following such change) of any change in ownership of any of its interest in the Site occurring before all the obligations under this Agreement have been discharged.

10 DISPUTE RESOLUTION

In the event that any dispute shall arise in respect of any provision of this Agreement it shall be referred if not resolved within seven working days to the arbitration of an independent arbitrator under the provisions of the Arbitration (Jersey) Law 1998 such arbitrator to be named by the agreement of the parties to the dispute or in default of agreement by the President for the time being of the Royal Institution of Arbitrators upon the application of any party to the dispute

11 GOODS AND SERVICES TAX

- 11.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof;
- 11.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that GST had not previously been charged in respect of that supply the person making the supply shall have the right to issue a GST invoice to the person to whom the supply was made and the GST shall be paid accordingly.

12 LENDERS CONSENT

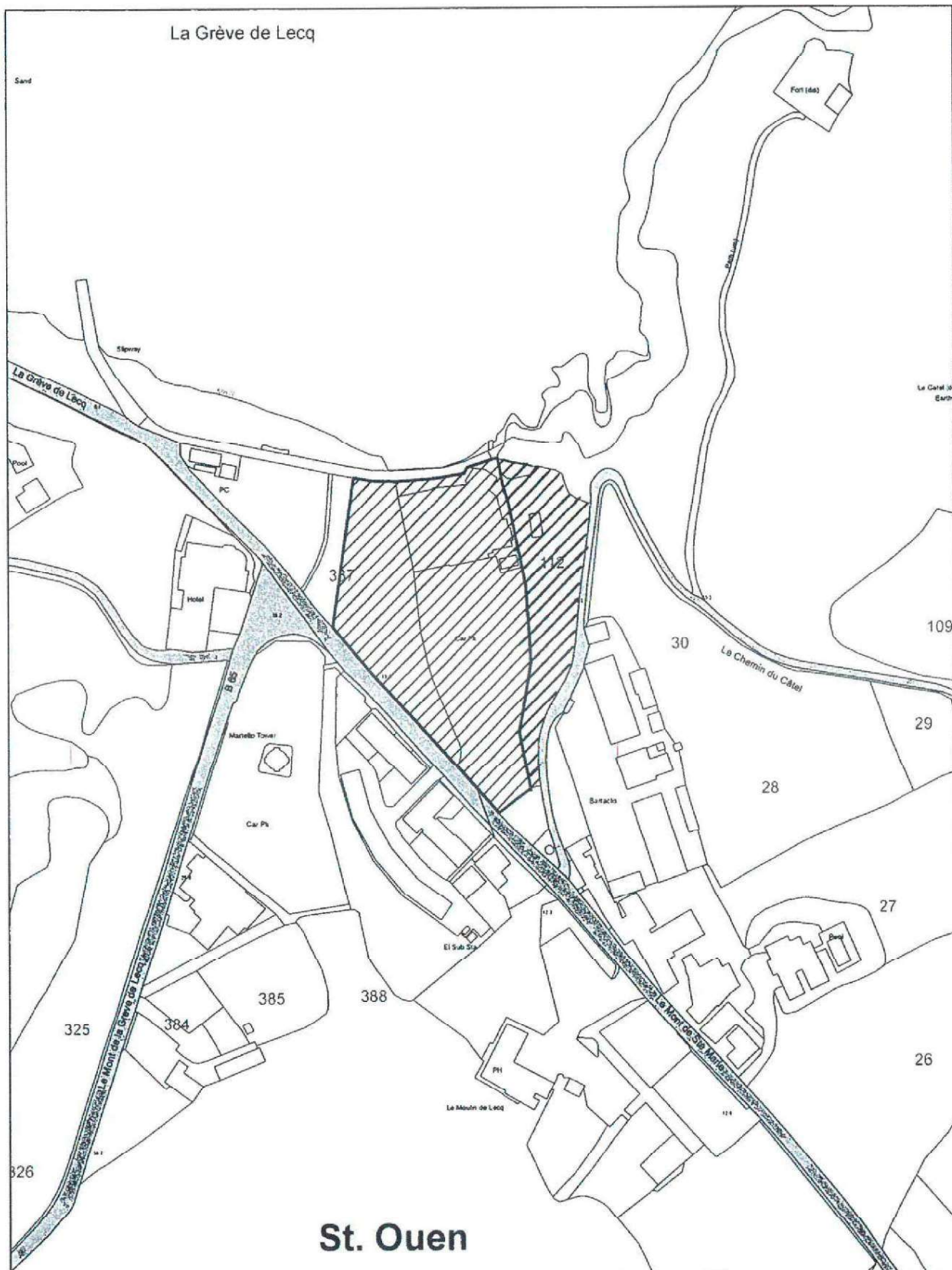
- 12.1 The First Lender acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the First Lender over the Site shall take effect subject to this Agreement **PROVIDED THAT** the First Lender shall otherwise have no liability under this Agreement unless he takes possession of the Site in which case he too will be bound by the obligations as a person deriving title from the Owner.

13 JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of the Island of Jersey.

FIRST SCHEDULE

The Plan



BOISBOIS
LAWYERS

Licence Number 24



NOT TO SCALE
for indication only

© States of Jersey 2021



SECOND SCHEDULE

The Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/0861

In accordance with Article 19(8) of the Planning and Building (Jersey) Law 2002, as representations were made in connection with this application, this decision shall not have effect during the period of 28 days immediately after the decision date.

This permission enures (unless otherwise stated) for the benefit of the land to which it relates and of each person for the time being having an estate or interest in that land.

This decision does not absolve the parties concerned from obtaining, nor does it overrule, any other permission that may be required under any other law. In addition, it does not overrule any private property rights, nor does it absolve the need to obtain the permission of the owner of the land to which this permission relates.

This is notification of the decision to **GRANT** permission to develop land under Article 19 of the Planning and Building (Jersey) Law 2002;

In respect of the following development:

Demolish existing café, ancillary shop, residential accommodation and remove the car park. Construct café / restaurant with associated parking and 1 no. 4 bed dwelling with triple garage, bunker store and associated landscaping. Create a public footpath along the southern edge of site and provide access to the café through the site via a footpath connecting to the existing promenade. Retain the bus stop and provide new bus shelter. **AMENDED PLANS:** Formation of a bus turning circle, and relocation of bus shelter & bicycle racks. Re-direction of the public foul sewer. Additional heritage and ecology details provided.

To be carried out at:

Seaside Cafe, Le Mont de St Marie, St Mary, JE3 3AA

REASON FOR APPROVAL: Permission has been granted having taken into account the relevant policies of the approved Island Plan, together with other relevant policies and all other material considerations, including the consultations and representations received.

The approved scheme, which is for the comprehensive redevelopment of the site, will deliver significant reductions in built footprint, building floor space and visual impact, and there will be significant amounts of increased natural landscaping with the establishment of a new dunescape environment. Architecturally, the new buildings will be far more sympathetic in design and appearance given the sensitive coastal setting. On this basis, the application is considered to be compliant with the requirements of Policy NE 6 (Coastal National Park) - the primary policy consideration.

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/0861

The applicant's position with regard to the unviability of the existing commercial operation is accepted, and that a smaller café / restaurant would be more viable in the current market.

It is recognised that the scheme will result in the loss of car parking which has, customarily, been used by the general public in the past, and the concerns of objectors in this regard are acknowledged. However, the applicant's position is also acknowledged - this is a privately-owned site, and that there is no obligation for parking to be provided for the general public.

The new development will deliver significant improvements to public, sustainable transport infrastructure - with enhanced facilities for bus users, cyclists, and pedestrians (including those with mobility-impairments) - with the application providing an opportunity to secure these improvements for the public good in perpetuity, through the mechanism of a planning obligation agreement. This will result in an overall benefit for the general public.

This permission is granted subject to compliance with the following conditions and approved plan(s):

- A.** The development shall commence within three years of the decision date.

Reason: The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.

- B.** The development hereby approved shall be carried out entirely in accordance with the plans, drawings, written details and documents which form part of this permission.

Reason: To ensure that the development is carried out and completed in accordance with the details approved.

Condition(s):

1. Prior to their first use on site, samples of all of the external materials to be used shall be submitted to, and approved in writing by, the Development Control section of Regulation. In addition, prior to the commencement of construction of the external stone walls, a sample panel, measuring not less than 1m x 2m, shall be constructed on the site and made available for inspection. Thereafter, the approved details shall be implemented in full.
2. Prior to its installation, precise details with regard to the Percentage for Art contribution, must be submitted to, and approved in writing by, the

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/0861

Development Control section of Regulation. Thereafter, the approved work of art must be installed prior to the first use / occupation of any part of the development hereby approved.

3. No works shall commence on site until a programme of archaeological oversight has been submitted to, and agreed in writing by, the Development Control section of Regulation.
4. The measures outlined in the approved Species Protection Plan (ref. NE/ES/SC.03, 18th October 2021, Nurture Ecology) shall be implemented prior to the commencement of the development, continued throughout the phases of development (where applicable) and thereafter retained and maintained as such. Any variations that may be required as a result of findings on site are to be agreed in writing by the Land Resource Management Team prior to works being undertaken.
5. Prior to the commencement of construction, the final plant species list for the new green / sedum roofs shall be submitted to, and agreed in writing by, the Development Control section of Regulation. Thereafter, the approved details shall be implemented in full.
6. Prior to the commencement of any works on site, a plan showing a maximum working area around the site of the new development shall be agreed in writing with the Development Control section of Regulation. This must minimise the area of the site which is subject to any building works or disruption during the construction of the development. Notwithstanding the provisions of Part 3, Class C of the Planning and Building (General Development) (Jersey) Order 2011, Building work and the storage of equipment shall only be allowed within the authorised area, and no development works including any re-levelling, any construction, or the storage or burning of any materials is allowed outside this area.
7. Any tree felling, hedge removal or any clearance works shall only be undertaken between the months of 1st October to 1st March in any calendar year, unless a written statement has been submitted from a qualified and competent person confirming that there are no nesting birds or other protected wildlife in any of the trees or hedgerows to be felled or removed. The written statement shall be submitted to and approved by the Department of the Environment at least 5 working days in advance of any felling or clearance works.
8. No part of the development hereby approved shall be occupied until all hard and soft landscape works, as indicated on the approved plans, have been carried out in full. Thereafter, following completion, the landscaping areas shall be thereafter and maintained such.

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/0861

9. No part of the development hereby approved shall be occupied until all of the new public footpaths, cycle parking facilities, and public bus infrastructure, as indicated on the approved plans, have been wholly constructed and made available for use. Thereafter, these facilities shall be retained for the use of the general public for the lifetime of the development.
10. Notwithstanding any details relating to surface water drainage indicated within the approved plans, prior to the commencement of the development hereby approved, final agreement of the engineering details in connection with the disposal of surface water, and the impact upon the public culvert running beneath the site, must be submitted to, and agreed in writing by, the Development Control section of Regulation. Thereafter, the approved details shall be implemented in full.

Reason(s):

1. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD 1 and GD 7 of the Jersey Island Plan 2011 (revised 2014).
2. To accord with the provisions of Policy GD 8 of the Jersey Island Plan 2011 (revised 2014).
3. To ensure that potential archaeological resources within the site are protected, in accordance with Policies SP 4 and HE 5 of the Jersey Island Plan 2011 (revised 2014).
4. To ensure the protection of all protected species in accordance with Policies NE 1 and NE 2 of the Jersey Island Plan 2011 (revised 2014).
5. To ensure the use of appropriate native plant species for the green roofs, in accordance with Policies NE 1 and NE 2 of the Jersey Island Plan 2011 (revised 2014).
6. To ensure that the development causes the minimum possible disruption of the existing landscape. In accordance with Policies GD 1, NE 2 and NE 6 of the Jersey Island Plan 2011 (revised 2014).
7. To ensure the protection of any nesting birds and any recognised species in accordance with Policies NE2 and NE4 of the Jersey Island Plan 2011 (Revised 2014).
8. To ensure that the benefits of the approved landscaping scheme are carried out and completed, making a positive contribution to the amenities of the site in accordance with Policies GD 1, GD 7, NE 1, NE 2 and NE 4 of the Jersey Island Plan 2011 (revised 2014).

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/0861

9. In the interests of promoting sustainable patterns of development, in accordance with Policies TT 4 and SP 6 of the Jersey Island Plan 2011 (revised 2014).
10. To ensure the provision of an appropriate surface water drainage scheme which safeguards the culvert, in accordance with Policy LWM 3 of the Jersey Island Plan 2011 (revised 2014).

FOR YOUR INFORMATION

The approved plans can be viewed on the Planning Register at www.gov.je/planning

The following plan(s) has/have been approved:

Location Plan

MSP-2821-PL01 – Existing Site Plan
 MSP-2831-PL02 – Existing Plans / Section
 MSP-2821-PL03 – Existing Elevations
 MSP-2821-PL04 – Existing Site Sections
 MSP-2821-PL05 D – Proposed Site Plan
 MSP-2821-PL06 – Proposed Floor Plans
 MSP-2821-PL07 – Proposed Site Sections
 MSP-2821-PL08 A – Proposed Elevations
 MSP-2821-PL09 – Proposed Elevations
 MSP-2821-PL10 – Proposed Elevations Café
 MSP-2821-PL11 – Sustainability
 MSP-2821-PL12 B – Proposed Bus Shelter
 MSP-2821-PL13 – 3D Visuals (Aerial)
 MSP-2821-PL14 – 3D Visuals (Beach View)
 MSP-2821-PL15 – 3D Visuals (Road View)
 MSP-2821-PL16 – 3D Visuals (Dune View)
 MSP-2821-PL17 – Proposed Works to Bunker
 1713 001 P4 – Landscape Site Plan
 2020/120/D1 P1 – Sewer Drainage Details
 1713-LS001d – Landscape Statement: December 2020
 1713-MS001b – Landscape Management Plan: May 2021
 1713-SD001b – Sand Dune Formation: October 2021
 2020-120 – Structural Report: November 2020
 Archaeological Desk-Based Assessment: March 2021
 Cost Appraisal: June 2021
 Design Statement: June 2021
 Ecological Survey Report: August 2021
 Heritage Impact Assessment: March 2021
 Initial Ecological Assessment: March 2021
 Landscape and Visual Impact Appraisal: April 2021

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/0861

Letter from Nude Food
Planning Statement: June 2021
Public Art Statement: April 2021
Seaside Café Figures
Seaside Café Landscape and Visual Impact Appraisal and Appendices
Site Waste Management Plan
Species Protection Plan: October 2021
Transport Statement Report

DECISION DATE: xx/xx/xxxx

The development may also require building permission, for which a separate application will need to be made. You can find out if building permission is required on our website www.gov.je/planningbuilding

The approved plans and any conditions attached to the decision are important and should be complied with. If there is any variation from the approved plans or the conditions you need to notify us immediately. Failure to comply with the approved plans or conditions may result in enforcement action.

If you are unhappy with a condition attached to this permission, you may request a review or make an appeal. You can find out how to do this on our website www.gov.je/planning

THIRD SCHEDULE

The Owner's Covenants with the Chief Officer

The Owner covenants, agrees and undertakes:

COMMENCEMENT

- 1 To procure that the Developer does not Commence the Development until the Chief Officer has been given fourteen (14) days' notice in writing of its intention so to do.

PEDESTRIAN CROSSING WORKS

- 2 To procure that the Developer will carry out all works necessary to create the Pedestrian Crossing to the reasonable satisfaction of the Chief Officer, which shall be undertaken at the Developer's expense and to the specification of Infrastructure, Housing and Environment Transport.
- 3 The Pedestrian Crossing will be in place prior to the first occupation of the Development.

BUS SHELTER AND BUS ACCESS

- 4 To procure that the Developer will create the Bus Shelter at the Developer's expense in accordance with the Bus Shelter Specifications and will create the Bus Access Area to the reasonable satisfaction of the Chief Officer.
- 5 The Bus Shelter will be in place prior to the first occupation of the Development.
- 6 To keep and maintain the Bus Shelter in a fair state of repair and condition.
- 7 From the first occupation of the Development, to allow unimpeded access for the public, and the public bus, onto the Bus Access Area at all reasonable times.

PUBLIC FOOTPATH

- 8 To procure that the Developer will complete the Public Footpath in accordance with the Public Footpath Specification and to the reasonable satisfaction of the Chief Officer, which shall be undertaken at the Developer's expense.
- 9 The Public Footpath will be in place prior to the first occupation of the Development.

PUBLIC ACCESS

- 10 From the first occupation of the Development, to allow unimpeded access for the Public onto the Public Access Areas at all reasonable times.

LANDSCAPE PLAN

- 11 To procure that the Landscape Management Plan is implemented.

CAFÉ

- 12 To procure that the café/restaurant with associated parking forming part of the Development is completed and signed off by Building Control and occupied prior to the first occupation of the Dwelling Unit.

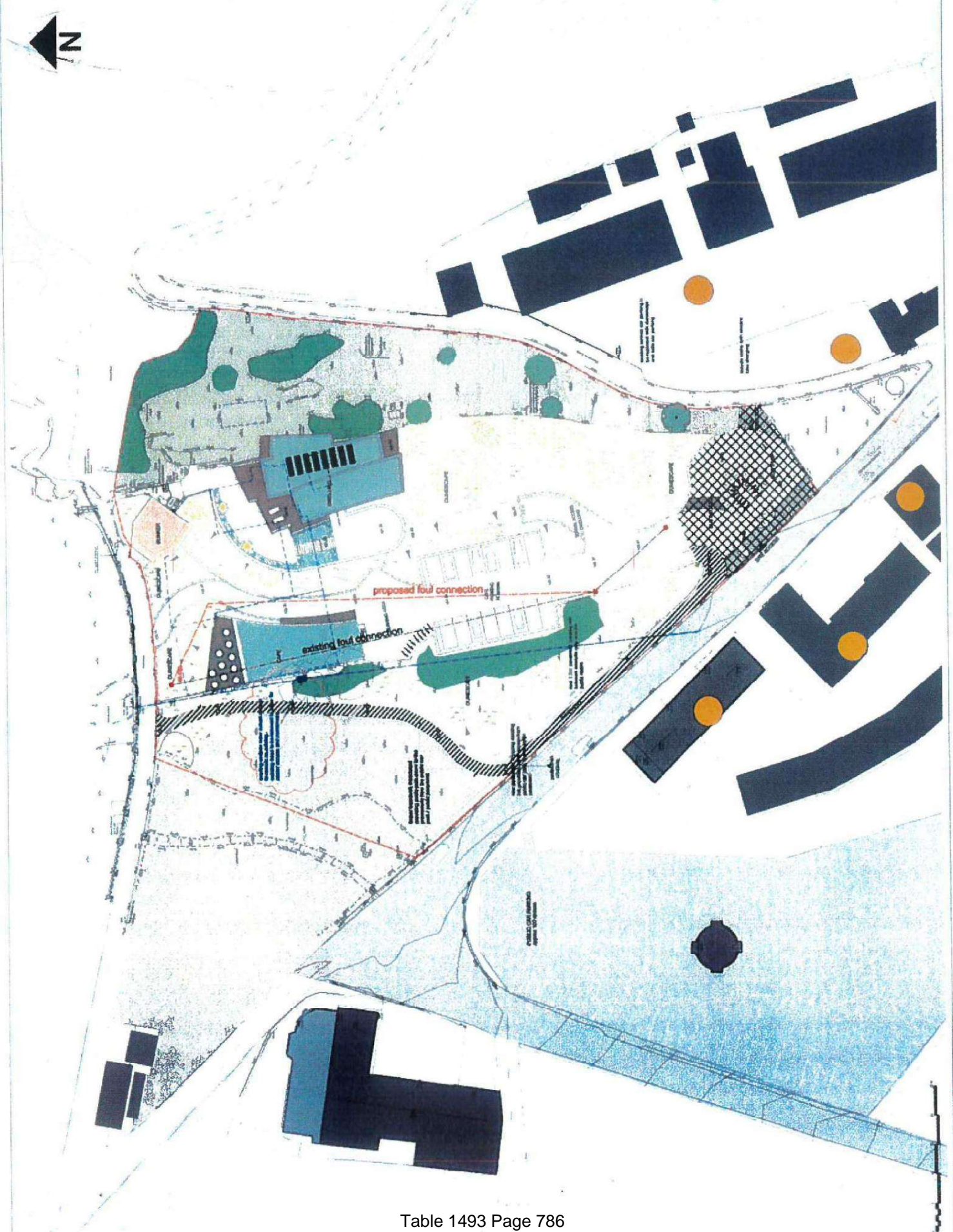
FOURTH SCHEDULE

Bus and Public Access Plan

BUS AND PUBLIC ACCESS PLAN

MSPlanning

MS Planning
10000 Highway 100, Suite 100
Boulder, CO 80501
Phone: 303.440.1000
Fax: 303.440.1001
Email: info@msplanning.com
Website: www.msplanning.com
Date: 08/03/2022
By: MSP-JPL



FIFTH SCHEDULE

Approved plan PL05D



This drawing remains the copyright of MS Planning Ltd. This drawing is to be read in conjunction with all other drawings and documents issued. All discrepancies between any drawing and/or documents shall be referred to MS Planning Ltd. No oral advice or opinion is given without the written consent of MS Planning Ltd. Please do not disseminate any drawings without the written consent of MS Planning Ltd.

THIS DRAWING IS SOLELY FOR THE PURPOSE OF OBTAINING PLANNING APPROVAL.

TOPOGRAPHICAL SURVEY CARRIED OUT BY LANDMARK SURVEYS LTD.

Site ownership - 7304 sqm

KEY

- SITE OWNERSHIP
- EXISTING BUILDING OUTLINE

Rev	Date	Description	By	App
1	15/03/2022	Initial design	JL	JL
2	15/03/2022	Revised design	JL	JL
3	15/03/2022	Final design	JL	JL

MS Planning
14 Seaside Place, St Mary, Jersey
JE3 1YB
Tel: 01494 699425
Fax: 01494 699426
Email: info@msplanning.co.uk
Website: www.msplanning.co.uk

Client: DE MONTFORD DEVELOPMENTS LTD
Project: SEASIDE CAFE, ST MARY

Drawing: PROPOSED SITE PLAN

Drawn: JL
Scale: 1:250 @ A3
Checked: JL
Date: FEB 21
Rev: 0

Doc no: MSP-2821-PL05

Table 1493 Page 788

SIXTH SCHEDULE

Landscape Management Plan

LANDSCAPE MANAGEMENT PLAN

for

Seaside Café

St Mary

26th May 2021

To be read in conjunction with MFL

Landscape Site Plan 1713-001

Prepared by Toby Witham on behalf of Michael Felton Ltd.

Landscape Architects



The soft landscape proposal for the Seaside Café redevelopment comprises the following landscape areas:

- **Coastal dune landscape**

Primarily Marram Grass *Ammophila arenaria* with stands of Common Gorse *Ulex europaeus*, and Common Broom *Cytisus scoparius*.

- **Rough Coastal Grassland**

Retained primarily as existing with the removal and monitoring of non-native and invasive species.

- **Greenroofs**

Including bio-diverse and sedum roofs.

- **Private domestic garden**

Located within the walls of the proposed replacement dwelling – maintained by occupant.

A contract for the maintenance of the soft landscape is required for a period no shorter than 5 years to commence after planting. Following the 5-year period the maintenance contract can be retendered. As recommended by the Land Resources Management Team, it is proposed this commitment is secured in the form of a Planning Obligation Agreement.

All maintenance operations described in this document should be included within the maintenance contract. Should there be any queries regarding the maintenance of the landscape, please contact Toby Witham, Landscape Architect, Michael Felton Ltd. on 01534 632101

Coastal dune landscape:

Once the sand growing medium has been graded to final approved levels, Marram Grass *Ammophila arenaria*, will be planted as cell-grown plants containing upwards of 3-4 rhizomes per cell. 7 cells will be planted per square metre (at 400mm centres) in a triangular grid formation to promote early establishment. Planting of Marram Grass cells can be undertaken year-round but periods of frost and prolonged drought / excessive heat should be avoided. Ideally, considering the local prevailing winds, late February / early March would be ideal as the grass would have the opportunity to establish before the winds become stronger towards the end of the year.

Common Gorse *Ulex europaeus*, and Common Broom *Cytisus scoparius* can be planted at the same time but should be planted in a sandy topsoil mix with a depth of 300mm rather than in pure sand. Both shrubs will be planted with 3 per meter (at 600mm centres) in groups of 5, 7 or 9 and should be supplied as container grown plants, minimum 3 litre size.

Both growing mediums should be sourced locally and tested prior to approval by the Landscape Architect. Test results submitted should include soil make-up, organic content, pH, contaminants and present microorganisms as these can affect the success of Marram planting.

Upon completion all planted areas are to be protected by temporary 1.1m height cleft chestnut pale fencing until fully established.

On-going management:

After one year of growth, planting should be assessed and any failures recorded. Replacement of failed plants should be undertaken at the end of February / beginning of March to the same specification as originally planted.

After the first year of growth, any replacement planting of Gorse or Broom can take place quarterly but must avoid periods of frost and prolonged drought / excessive heat. At this time Marram grass may be able to be divided where thick coverage has been achieved and transplanted to areas with less coverage.

Watering will only be required in periods of prolonged drought and should be undertaken by mobile bowser with sprinkler head during early morning / evening.

Weeding / removal of unwanted plants should be carried out quarterly. All collected material to be removed to an approved green waste facility.

Litter collecting will be undertaken every visit and all collected material disposed of at an approved site.

Selective thinning / pruning of Gorse and Broom is not anticipated during the first or second year. After this, the plants should be inspected annually and pruned where necessary to avoid becoming over dominant in the landscape or overgrowing paths. Both shrubs should be pruned in a style to reflect their natural shape, i.e. not cut flat on top or sides or rounded into balls.

The long-term aim for Gorse establishment would be a varied mix to include young low level (coppiced) plants, medium height (approx. 1.5m) dense shrubs and taller 2m + leggy specimens. This variety of growth promotes biodiversity.

Rough Coastal Grassland

The coastal grassland to the east of the site is to be retained as existing. Temporary protective fencing should be installed during construction to limit any damage. Where access is required and damage occurs, these areas can be repaired by overseeding with Limagrass MM16 seed mix. It is anticipated that any locally specific grass species will colonise within this over time.

The removal of non-native plants is required for the following species, also shown on MFL drawing no. 1713-001:

1no. Cabbage Palm - *Cordyline australis*

1no. Senecio - *Brachyglottis* 'Sunshine'

2no. Dwarf Golden Leylandii - *Cupressocyparis leylandii* 'Golconda'

1no. Privet - *Ligustrum ovalifolium*

It is proposed to retain the existing Sycamore tree to the south of the site as well as the low growing stands of English Oak - *Quercus robur*. Shrubs to retain include Blackthorn - *Prunus spinosa* and Gorse - *Ulex europaeus*. Additionally, the ground covering Common Ivy - *Hedera helix* is to be retained

All pesticide, herbicide and fertiliser use is prohibited within this area.

On-going management:

The area of coastal grassland should be divided into two sections of roughly equal proportions. One section requires cutting once every year in October. The remaining section should only be cut once every two or three years in October.

All arisings should be collected and removed from site to an approved green waste facility. Mowing should be undertaken in a direction from south to north to temporarily flush any fauna away from the area to the north. The grass should be cut to 10cm above ground level to weaken bracken, bramble and other weeds.

Re-emergence of removed plants should be monitored and reported if occurs.

Litter collecting will be undertaken every visit and all collected material disposed of at an approved site.

Greenroofs:

All green roofs are to be maintained in accordance with manufacturer recommendations:

Please note all green roof seed mixes are to be agreed and approved by Project Ecologist and Government of Jersey's Department of Environment prior to supply. The approved seed mix must not contain any plants appearing on the Government of Jersey's Protected Plant list or any plant species identified as invasive. Sedum green roofs must not contain Sedum album (White Stonecrop) as this is recognised as an invasive species in Jersey.

Two types of green roof are proposed for the development, species lists for both are provided below. Please note the availability of green roofs without the species Sedum album is proving difficult and the Landscape Architects are currently in discussions with multiple companies trying to source a suitable product. If a product without Sedum album is unavailable, this species will be removed from the roof by hand and monitored to ensure no re-emergence occurs either on the roof or within the landscape. Please note the below lists are provisional and may vary due to availability. If changes are made these will be raised with the Land Resource Management Team and agreed prior to installation.

Bio diverse greenroof mix

Perennial wildflowers (75%):

Anthyllis vulneraria	Kidney Vetch
Armeria maritima	Thrift
Aster tripolium	Sea aster
Centaurea nigra	Black knapweed
Crithmum maritimum	Rock samphire
Daucus carota	Wild carrot
Dipsacus fullonum	Wild teasel
Echium vulgare	Viper's-bugloss
Erigeron glaucus	Seaside fleabane
Eryngium maritimum	Sea holly
Foeniculum vulgare	Fennel
Glaucium flavum	Yellow horned poppy
Helianthemum nummularium	Sunrose
Jasione montana	Common rock rose
Origanum vulgare	Sheep's-bit
Rumex acetosa	Wild marjoram
Sedum acre	Common sorrel
Sedum anglicum	Biting stonecrop
Silene uniflora	English stonecrop
Smyrniolus satrum	Sea campion
Thymus polytrichus	Alexanders
	Wild thyme

Viola riviniana

Dog violet

Annual wildflowers (10%):

Erodium cicutarium

Common stork's-bill

Glebionis segetum

Corn marigold

Tripleurospermum inodorum

Scentless mayweed

Tripleurospermum

Mayweed

maritimum

Sea mayweed

Viola tricolor

Wild pansy

Grasses (15%)

Briza media

Quaking Grass Grass

Festuca glauca

Blue fescue Grass

Festuca ovina

Sheep's Fescue Grass

Koeleria micrantha

Crested hair grass

Sedum green roof mix:

Sedum ellacombianum

Sedum floriferum

Sedum hybr. Czar's Gold

Sedum montanum

Sedum kamtchaticum

Sedum Oreganum

Sedum pulchellum

Sedum reflexum

Sedum rupestre Angelina

Sedum sexangulare

Sedum spurium 'coccineum' [Purple Carpet]

Sedum spurium

Sedum spurium 'Summer Glory'

Sedum stenopetalum

Sedum stoloniferum

Sedum Saxifraga granulata

Sedum Sedum Hispanicum

<https://www.gov.je/Environment/ProtectingEnvironment/Land/Endangered/Pages/ProtectedPlants.aspx>

<https://www.bauder.co.uk/green-roofs/maintaining-your-green-roof>

Biodiverse green roof maintenance:

<https://www.bauder.co.uk/technical-centre/downloads/maintenance/biodiversity-green-roofs.pdf>



BAUDER BIODIVERSITY GREEN ROOF SYSTEMS

XF118 Wildflower Blanket, KS Plus seed mix and wildflower plug plants

The following is a guide to the maintenance necessary to keep a biodiverse green roof in a condition broadly similar to that in which it was first installed. The information relates to installations that have been completed for one full growing season and where establishment maintenance has been effective. For clarity, establishment maintenance relates to tasks continuing on after installation, where a defined period of regular watering and minor maintenance is required until the planting has rooted into the growing medium, adapted to its location and can be considered established.

What to Expect from a Bauder Biodiverse Green Roof System

There is a common misconception that extensive green roofs, and sedum plants in particular, are always green and that from ground level they resemble grass. This is misleading, as they consist mainly of low growing, drought tolerant sedum plants and may also include other species such as Saxifrage, wild flowers, grasses, moss and herbs.

General Maintenance

The level of maintenance of the horticultural element of this type of green roof will vary significantly, dependent upon the various species of vegetation incorporated and the purpose for which it was initially installed. Whilst the original intent may have been to allow the green roof to grow wild, the problems that this can create with the build-up of dead or unwanted vegetation and the impact that this has to the appearance and type of vegetation on the roof will often dictate the need for basic maintenance to be carried out.

The Bauder biodiversity green roofs which are currently being installed to meet either BREEAM or Sustainable Homes codes will include a species mix selected to provide a balanced plant community on the roof and will require basic maintenance if this is to be sustained in the long term.

Maintenance is best carried out annually, during springtime and additionally in late autumn should the particular roof location be affected by local trees that produce surface leaf litter. Some deposited leaf litter may be considered as contributory to the bio-diverse environment, which is acceptable so long as provision is made to ensure that this has no negative effect on other plants and the roof drainage performance.

The following procedures should be carried out in order to ensure the roof is maintained in good condition and to protect the validity of the waterproofing system guarantee.

Note - Specifically designated biodiversity areas should be disturbed as little as possible during maintenance so as not to upset any micro-habitats that may have colonised.



Preliminary Maintenance Procedures

- Ensure safe access can be gained to the roof and that relevant Health and Safety procedures are followed when working at roof level. It is advised that the contractor should always seek proof of current maintenance for any man-safe roof access systems prior to proceeding with the work on site.
- In order to avoid a build-up of bio-mass on the roof it is recommended that all dead vegetation is removed with a strimmer and provision made for the debris to be safely lowered to the ground and disposed of.
- We recommend removing unwanted leaf litter that has fallen onto the roof surface from overhanging trees both in the spring and autumn, to ensure that this does not smother the vegetation beneath.
- Open the lids of all Inspection chambers, to inspect and ensure that all rainwater outlets and downpipes are free from any blockages and that water can flow away freely.
- Ensure that any protective metal flashings and termination bars remain securely fixed in place. Advise the client of the need to repair or renew as necessary.
- Examine all mastic sealant and mortar pointing for signs of degradation. Advise the client of the need to repair or renew as necessary.
- Check that all promenade tiles and paving slabs are securely fixed to the roof surface and in good condition.
- Ensure that any new items of plant/equipment on the roof are mounted on suitable isolated slabs and that any fixings used to secure the plant/equipment in place do not penetrate the waterproofing. If in doubt, please contact Bauder for further advice.
- The Building owner should keep a record of all inspections and maintenance carried out on the roof. Any signs of damage or degradation to the waterproofing should be reported to Bauder immediately, in order that arrangements can be made for remedial work to be carried out if necessary.
- Damage to the landscaping should be reported to the building owner. If this damage includes Bauder components, then Bauder may be contacted for remedial advice.
- Works to adjoining areas - When carrying out any maintenance to adjoining roof areas, care must be taken not to damage either the green roof landscaping or the waterproofing system. If it is considered that either element has been affected, then Bauder should be contacted for advice. Any waterproofing damage caused after completion of the original installation may invalidate the guarantee.
- Alterations - Any unauthorised alterations to the waterproofing system will invalidate the guarantee. If such a situation should arise, then Bauder should be contacted so that we may advise on the alteration and how it should be incorporated without affecting the guarantee.

Bauder Limited
 70 Landseer Road, Ipswich, Suffolk England IP3 0DH
 T: +44 (0)1473 257671 E: technical@bauder.co.uk
bauder.co.uk

Bauder Limited
 O'Duffy Centre, Cross Lane, Carrickmacross, Co. Monaghan Ireland
 T: +353 (0)42 9692 333 E: info@bauder.ie
bauder.ie



Plant Related Maintenance Tasks

1. **Plant encroachment.**

Any vegetation which has encroached into drainage outlets, inspection chambers, walkways and the vegetation barriers (pebbles) should be removed. If movement/settlement of the pebble vegetation barrier has occurred, additional washed stone pebbles similar to the existing are to be added.

2. **Plant maintenance**

In the absence of specific instructions from the building owner or their designated consultant, advice should be sought from both the project landscape designer and the plant supplier and any maintenance carried out according to their specific recommendations.

3. **Maintenance of the Bauder XF118 Wildflower Blanket.**

If the Bauder XF118 Wildflower Blanket has been installed the minimum recommended maintenance of the vegetation is as follows:

In the late autumn the vegetation is to be strimmed back to a 50-70mm height and the unwanted waste matter removed and lowered to ground level for composting/disposal.

In late March/April apply an 80g/m² dressing of Bauder slow release organic fertiliser to the vegetated surface.

Note - Should it be decided that the XF118 Wildflower Blanket is to be left unmaintained to naturalise, we would advise that this will lead to a substantial build-up of dead vegetation on the roof that will over time significantly reduce the number of vegetation species within the blanket.

4. **Weeding**

With the exception of saplings, which should always be removed, weeds in a biodiverse green roof should be considered as a problem only of aesthetics, unless they are particularly invasive. If considered undesirable, they can be removed.

5. **Fertiliser**

Where the vegetation has been provided by Bauder, our organic slow release fertilizer should be applied at a rate of 80g/m² in the early spring. For all other vegetation it is recommended that advice be sought from the landscape designer and plant supplier and that any fertiliser required is to be applied according to their specific recommendations.

6. **Irrigation**

The need for irrigation in a biodiverse green roof system is dependent upon the client requirement for the visual appearance of the vegetation. If it is intended that the roof should have colour and interest for the longest period through the growing season, then irrigation will significantly aid in achieving this. Should the requirement be only to deliver biodiversity, then the provision of sufficient watering points at roof level to allow for only occasional watering in periods of prolonged drought can be considered sufficient.

Bauder Limited

70 Landseer Road, Ipswich, Suffolk, England IP3 0DH
T: +44 (0)1473 257671 E: technical@bauder.co.uk
bauder.co.uk

Bauder Limited

O'Duffy Centre, Cross Lane, Carrickmacross, Co. Monaghan Ireland
T: +353 (0)42 9692 333 E: info@bauder.ie
bauder.ie



Support

Modern biodiversity green roof installations will normally require only minimal maintenance. Bauder is happy to offer advice on any issues concerning your green roof and enquiries should be forwarded to our Technical Department at the address below. We believe our products and systems are of the highest standard and are always prepared to discuss any queries or concerns that may arise. Providing photographs or drawings to accompany your queries will help speed our response.

Please note: In the event of any query arising which it is thought may affect the condition of the system, then Bauder should be contacted at the address below. We cannot accept responsibility for any problem or failure due to use outside those parameters for which the system was designed or 'acts of god' beyond our control e.g. extreme weather conditions or damage through pests.

BAUDER GREEN ROOF MAINTENANCE SERVICE

With over 30 years' experience in the design and supply of green roofs throughout the UK and Ireland Bauder can offer unparalleled experience and expertise in green roof maintenance including sedum, biodiverse and wildflower.

Having established the largest UK facility cultivating green roof vegetation blanket we have unique knowledge and horticultural expertise for roofscape vegetation. With national coverage of over 50 field personnel, you can be assured of a prompt reliable service to fully meet your requirements.

Our Service

Bauder's experienced team will provide you with a tailor-made maintenance programme for your green roof. A typical Bauder Maintenance Programme Includes:

- Full inspection and evaluation of your green roof
- Application of organic slow release granular fertilizer
- Removal of leaves and debris
- Removal of unwanted vegetation
- Inspection and clearance of outlets
- Examination and testing of irrigation

This work is undertaken by Bauder's experienced maintenance engineers who will carry out the necessary risk assessments and comply with all current health and safety legislation throughout the duration of the work. Finally, you will be provided with a bespoke report with photographic verification outlining the condition of the planting and any areas requiring on going treatment.

To discuss your specific requirements, please call our green roof service team for a no obligation quote.

T: 0845 271 8801 E: greenmaintenance@bauder.co.uk

Bauder Limited

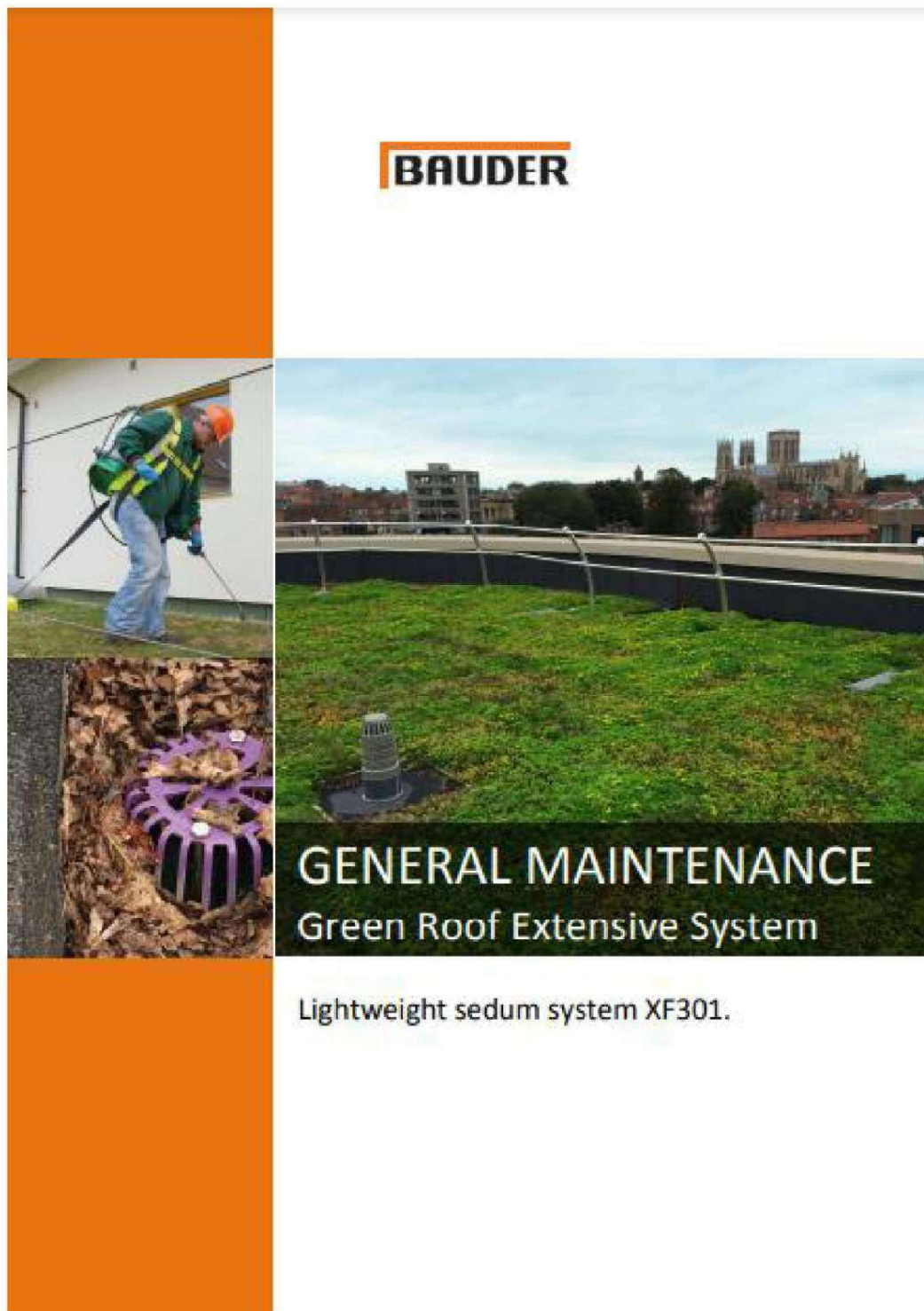
70 Landseer Road, Ipswich, Suffolk England IP3 0DH
T: +44 (0)1473 257671 E: technical@bauder.co.uk
bauder.co.uk

Bauder Limited

O'Duffy Centre, Cross Lane, Carrickmacross, Co. Monaghan Ireland
T: +353 (0)42 9692 333 E: info@bauder.ie
bauder.ie

Sedum green roof maintenance:

<https://www.bauder.co.uk/technical-centre/downloads/maintenance/extensive-green-roofs.pdf>





Revision: V6 November 2020

BAUDER EXTENSIVE GREEN ROOF SYSTEMS

XF301 and SB & WB vegetation blankets and other substrate based planting schemes.

What to Expect From a Bauder Extensive Green Roof System

There is a common misconception that extensive green roofs, and sedum plants in particular, are always green and that from ground level they resemble grass. This is misleading, as they consist mainly of low growing, drought tolerant plants including sedums, saxifrage, wild flowers, grasses, moss and herbs.

The appearance of the vegetation within an extensive green roof will change year on year, dependent upon fluctuations in the seasonal weather throughout the period. It should also be expected that more grass and moss will be present during the wetter months, because the conditions will be ideal for these species to exist, they will tend to die off during the dry summer months, as free-draining extensive substrates will not hold sufficient moisture for them to survive.

The growth and flowering of the individual species within the vegetation mix through the late spring and summer will be dependent upon the weather prevailing at the time, which will also determine which species will be most prominent in any given year.

In the winter, sedum will become smaller and turn red/brown in colour as they prepare themselves to withstand the coming winter frosts. This gives the vegetation a red/brown hue in the late autumn and winter months, which is sometimes mistaken for the plants being distressed, when in fact they are in optimum condition for the time of year.

It is another misconception that extensive green roofs are maintenance free> Green roofs are 'low maintenance' rather than 'no maintenance'. Bauder recommend that all green roofs have a way of watering during prolonged periods without rain. All green roofs will benefit from water during droughts (See Bauder's Watering Guide).

All green roofs will require feeding from time to time e.g. Bauder's lightweight Xero Flor Sedum Blanket contains little in the way of natural nutrient, so fertiliser must be applied annually to ensure that the plants become resistant to extremes of weather and temperature.

The Bauder XF301 Sedum Blanket contains approximately 14-17 different plant species, some very similar in appearance to others but being more drought tolerant. Not every species incorporated will survive and the more dominant will be expected to prevail over time because they will adapt better to a particular location. Regardless of this, we would anticipate that at least 50% of the species will flourish.

Extensive green roofs that have a deeper substrate growing medium, where the vegetation is provided either by selected plug plant species or seeds, will generally support a broader species mix, which can include wild flowers, grasses and herbs. An increased amount of dead vegetation will arise from this type of species mix following flowering, which will need to be cut back and removed, both to reduce the biomass on the roof and to encourage seed drop from the dead flower heads.

UK OFFICE
Bauder Limited
70 Landseer Road, Ipswich, Suffolk IP3 0SH, England
T: +44 (0)1473 257671 F: +44 (0)1473 230761 E: technical@bauder.co.uk
bauder.co.uk

IRELAND OFFICE
Bauder Limited
O'Duffy Centre, Carrickmacross, Co Monaghan, Ireland
T: +353 (0)42 6642 333 F: +353 (0)42 6642 334
E: info@bauder.ie



Revision: V6 November 2020

Watering and Irrigation: all green roofs will require water during prolonged periods of dry weather, generally sedums are much more drought tolerant than native wildflowers but both will benefit from a prolonged soaking (not little and often) to prevent them from fully drying out (Details are in the Bauder Watering Guide).

General Maintenance

General maintenance is normally carried out annually during springtime. However, certain tasks which will be dependent upon the location of the roof, such as the removal of weeds, seedlings and accumulated leaf litter from overhanging trees may also need to be done during the autumn.

The following procedures should be carried out as indicated below, in order to ensure that the roof is maintained in good condition and to protect the validity of the guarantee.

Preliminary Maintenance Procedures

- Ensure safe access can be gained to the roof and that relevant Health and Safety procedures are followed when working at roof level. It is advised that the contractor should always seek proof of current maintenance for any man-safe roof access systems prior to proceeding with the work on site.
- Remove all dead vegetation and debris from the roof surface, taking particular care to ensure that all chute outlets, gutters and downpipes are clear. Where the species mix incorporates wild flowers and grasses it is recommended that all dead vegetation is trimmed off and the waste lowered to the ground and carted away.
Please note: Roofs in the vicinity of taller trees will need more frequent maintenance. We recommend removing dead leaves during the spring and again in the autumn, to ensure that they do not damage the roof vegetation.
- Remove the lids of all inspection chambers, ensure that all rainwater outlets and downpipes are free from blockages and that water can flow freely away.
- Ensure that any protective metal flashings and termination bars remain securely fixed in place. Advise the client of the need to repair or renew as necessary.
- Examine all mastic sealant and mortar pointing for signs of degradation. Advise the client of the need to repair or renew as necessary.
- Check that all promenade tiles and paving slabs remain in position, secure and in good condition.
- Ensure that any new items of plant/equipment that may have been introduced to the roof are mounted on suitable isolated slabs and that any fixings used to secure the plant/equipment in place do not penetrate the waterproofing. If in doubt, please contact Bauder for further advice.
- The Building owner should keep a record of all inspections and maintenance carried out on the roof. Any signs of damage, contamination or degradation to the waterproofing should be reported to Bauder immediately, in order that arrangements can be made for remedial work to be carried out if necessary. Damage to the landscaping should be reported to the building owner. If this damage includes Bauder components, then Bauder may be contacted for remedial advice.

UK OFFICE

Bauder Limited

70 Landseer Road, Ipswich, Suffolk IP3 0SH, England
T: +44 (0)1473 257671 F: +44 (0)1473 238761 E: technical@bauder.co.uk
bauder.co.uk

IRELAND OFFICE

Bauder Limited

O'Duffy Centre, Carrickmacross, Co Monaghan, Ireland
T: +353 (0)42 8660 202 F: +353 (0)42 8660 809
E: info@bauder.ie



Revision: V6 November 2020

- When carrying out maintenance to adjoining areas, care must be taken not to damage either the landscaping or the waterproofing system. If it is considered that either has been affected, the Bauder should be contacted for advice. Any waterproofing damage caused after completion of the original installation may invalidate the guarantee.
- Any unauthorised alterations to the waterproofing system will invalidate the guarantee. If such a situation should arise, then Bauder should be contacted so that we may advise on the alteration and how it should be incorporated without affecting the guarantee.

Vegetation Maintenance Tasks

The following tasks should be carried out annually: -

Application of Fertiliser to the vegetation: As a general rule all sedum based green roofs require feeding annually to promote strong growth in the sedum and make them more drought tolerant. Biodiverse and Wildflowers system often do not need annual fertiliser as this may allow weed species to out compete them.

1. Plant encroachment

Any vegetation which has encroached into drainage outlets, walkways and the vegetation barriers (pebbles) should be removed. The vegetation removed may be set aside and used to repair any bare patches if required (see below). If movement/settlement of the pebble vegetation barrier has occurred, additional washed stone pebbles similar to the existing are to be added.

2. Monitor the colour and rate of growth

The colour and rate of growth of the vegetation should be reviewed to establish the health of the plants. It should be noted that many factors can affect the growth and colour of the vegetation and that plants tend to be greener in wetter, mild conditions (springtime) and where the roof pitch is shallow.

Notes

- During May, June and July, sedum plants flower and you will see a mixture of colours – predominantly whites, pinks and yellows with some purple. The foliage of some species of sedum, such as Sedum Album “Coral Carpet”, is blush red naturally during the summer and autumn, and so the vegetation can take on a more ‘red/brown’ appearance. This becomes more noticeable once plants have flowered, leaving remnants of dry brown seed heads. The best visible indication of the health of a plant is if the leaves are fleshy and contain plenty of water.
- When exposed to extreme conditions, sedum plants have a tendency to turn a deep red colour. This is a natural phenomenon and is important to help the plant to acclimatize, ready to survive a cold winter or hot summer. This will usually occur during extreme cold weather as well as periods of prolonged drought, in very exposed locations or when the plants are in distress through lack of nutrient (fertiliser).
- If an irrigation system is fitted, it is best to run it only during prolonged dry weather and for limited periods – see ‘Irrigation’ information below.

UK OFFICE
Bauder Limited
 70 Landseer Road, Ipswich, Suffolk IP3 0DH, England
 T: +44 (0)1473 257671 F: +44 (0)1473 230761 E: technical@bauder.co.uk
Bauder.co.uk

IRELAND OFFICE
Bauder Limited
 O'Duffy Centre, Carrickmacross, Co Monaghan, Ireland
 T: +353 (0)42 9692 333 F: +353 (0)42 9692 839
 E: info@bauder.ie



Revision: V6 November 2020

- If sedums are showing signs of distress, but have received regular rainfall, then the most likely problem is a lack of nutrient and a fertiliser should be applied.
- Only a relatively few species of sedum and other plants suitable for an extensive green roof installation will persist in partial and full shade, and they will generally be greener in colour and grow "leggier" in these locations. There will be a significant variance in the growth and colour between the plants growing in full or partial shade and those in full sun and this should be recognised as a feature of the living nature of each individual roof.
- If problems with the vegetation are suspected, Bauder may be contacted for advice and, if necessary, a suggested course of action.

3. Weeding

With the exception of saplings, which should always be removed, weeds in an extensive green roof should be considered as a problem only of aesthetics. If considered excessive, they can be removed either manually or by using a 'spot weed wipe', ensuring that care is taken to follow specific instructions regarding the use of any proprietary products. After the removal of weeds and saplings, treat the affected area as if it were a bare patch (see below). All extensive green roof installations will at times include some moss and grass.

4. Repairing Bare Patches.

Bare patches can be easily repaired and this is best done during the main growing seasons of March/April or from late August until the end of September. Take vegetation cuttings from surrounding areas of abundant growth and place on bare patches, pressing gently into the soil. A light sprinkling of sand mixed with compost should then be dressed over the affected area to improve the uptake of the cuttings. The best results will be achieved if this work is carried out during spring maintenance and the affected area is kept moist for a short period afterwards. Please contact Bauder for further project-specific advice.

Please note: In areas of extreme exposure or where localised wind-swirl is caused by adjacent structures, it is possible that both the vegetation and substrate will be disturbed by periods of high wind. Should this occur, consideration should be given to how best to secure the installation against similar conditions in the future prior to re-instatement. If a problem of this type is suspected, Bauder may be contacted for advice and, if necessary, a suggested course of action.

5. Fertiliser for Bauder XF301 sedum blankets

Bauder Sedum Blankets are grown in a shallow growing medium which contains very little nutrient, so the annual application of fertiliser is crucial to ensure that the plants remain healthy. Fertiliser should ideally be applied during March/April, as it helps the plants to prepare for extreme weather conditions and flowering whilst also allowing the different species to gain sufficient nutrients without competing against each other.

Organic fertiliser can be obtained direct from Bauder in 25kg bags, which is sufficient for an area of 312.5m² when applied at the recommended rate of 80gm/m². Areas of up to 30m² may be applied using either a hand held spreader or strewn by hand from a bucket. Larger roofs should always be done using a trolley applicator, which can be purchased direct from Bauder. Always apply the fertiliser at the given rate written on bag.

UK OFFICE
Bauder Limited
 70 Landseer Road, Ipswich, Suffolk IP3 0DH, England
 T: +44 (0)1473 257671 F: +44 (0)1473 230761 E: technical@bauder.co.uk
bauder.co.uk

IRELAND OFFICE
Bauder Limited
 O'Duffy Centre, Carrickmacross, Co Monaghan, Ireland
 T: +353 (0)42 9692 333 F: +353 (0)42 9692 839
 E: info@bauder.ie



Revision: V6 November 2020

It is recommended that the fertiliser is lightly 'watered in' immediately after application, to avoid "burning" of the foliage, which may occur if fertiliser pellets settle on the leaves. Dung-based organic fertilisers should be avoided.

6 Irrigation

Bauder SB sedum blanket and XF301 systems

When Bauder sedum systems are installed we recommend the provision of either a sprinkler or drip line irrigation system where the following conditions apply: -

- All south-facing roof without shade.
- All roof slopes exceeding a 2° pitch.
- Windy or exposed site locations, where the wind can dry out the blanket.
- Sites up to 50 miles inland of the east coast of the UK mainland.

Irrigation should only be activated during periods of dry weather, or if the sedum plants are showing signs of distress. The irrigation system is best activated for 2-3 hours, preferably at dawn or dusk to minimize unnecessary evaporation. Then once every 4-6 days for the duration of the hot weather conditions. This can be easily managed by using an inexpensive battery-powered, programmable timer.

Native Wildflower/Biodiverse Roofs

Extensive substrate green roof systems vary greatly in the amount of water they require. Sedum is very drought tolerant, wildflowers much less so. The watering requirements will depend on the following factors:

- The Pitch of the roof
- The amount of rainfall it receives.
- The exposure of the roof.
- The vegetation growing on the roof.
- The depth of the substrate and drainage board.

Bauder always advise that there should be a way to water the roof during times of dry weather. This might be a water supply point adjacent to the green roof, or a fully automatic irrigation system.

Some Biodiverse roofs are designed not to be watered. Whilst this will remove the water demands from the roof, it will reduce the flowering period of the plants and over time reduce the number of species as plants struggle with the harsh environment.

In these cases Bauder would strongly recommend that increasing the depth of substrate in some areas (15-2000mm+) to help prevent the substrate drying out completely (See Bauder Water Guidelines).

Please note - continuous daily watering is neither recommended nor necessary and will only promote weeds and other unwanted plant species.

Advice and Supply of Irrigation Equipment

Access Irrigation Ltd is one of the country's longest established irrigation specialists and has considerable experience in green roofs. They are happy to provide irrigation advice on any Bauder project and can supply a wide range of irrigation products.

UK OFFICE
Bauder Limited
 70 Landseer Road, Ipswich, Suffolk IP3 0DH, England
 T: +44 (0)1473 257671 F: +44 (0)1473 230761 E: technical@bauder.co.uk
Bauder.co.uk

IRELAND OFFICE
Bauder Limited
 O'Duffy Centre, Carrickmacross, Co Monaghan, Ireland
 T: +353 (0)42 9602 333 F: +353 (0)42 9602 839
 E: info@bauder.ie



Revision: V6 November 2020

Please contact:-

Access Irrigation Ltd

Crick Northampton NN6 7XS

T: 01788 823811 F: 01788 824256

E: sales@access-irrigation.co.uk

www.access-irrigation.co.uk

Support

Extensive roofs should require only minimal maintenance. Bauder is happy to offer advice on any issues concerning your green roof and any such query should be forwarded to the Bauder Green Roof Technical Department at the address below in the first instance. We believe our products and systems are of the highest standard and we are always prepared to discuss any queries or concerns that may arise. It is always of great help if you can provide photographs of the affected area(s) to accompany any such queries.

Please note: In the event of any query arising which it is thought may affect the condition of the system, then Bauder should be contacted at the address below. We cannot accept responsibility for any problem or failure due to use outside those parameters for which the system was designed or 'acts of god' beyond our control e.g. extreme weather conditions or damage through pests.

BAUDER GREEN ROOF MAINTENANCE SERVICE

With over 30 years' experience in the design and supply of green roofs throughout the UK and Ireland Bauder can offer unparalleled experience and expertise in green roof maintenance including sedum, plug planted and wildflower.

Having established the largest UK facility cultivating green roof vegetation blanket we have unique knowledge and horticultural expertise for roofscape vegetation. With national coverage by over 50 field personnel, you can be assured of a prompt reliable service to fully meet your requirements.

Our Service

Bauder's experienced team will provide you with a tailor-made maintenance programme for your green roof. A typical Bauder maintenance programme includes:

- Full inspection and evaluation of your green roof
- Application of organic slow release granular fertiliser
- Removal of leaves and debris
- Removal of unwanted vegetation
- Inspection and clearance of outlets
- Examination and testing of irrigation

UK OFFICE

Bauder Limited

70 Landseer Road, Ipswich, Suffolk IP3 0DH, England
T: +44 (0)1473 257671 F: +44 (0)1473 250761 E: technical@bauder.co.uk
Bauder.co.uk

IRELAND OFFICE

Bauder Limited

O'Duffy Centre, Carrickmacross, Co Monaghan, Ireland
T: +353 (0)42 9662 333 F: +353 (0)42 9662 639
E: info@bauder.ie



Revision: V6 November 2020

This work is undertaken by Bauder's experienced maintenance technicians who will carry out the necessary risk assessments and comply with all current health and safety legislation throughout the duration of the work. Finally, you will be provided with a bespoke report with photographic verification outlining the condition of the planting and any areas requiring on going treatment.

To discuss your specific requirements, please call our Green Roof Maintenance Team for a no obligation quote.

T: 0845 271 8801 E: greenmaintenance@bauder.co.uk

UK OFFICE
Bauder Limited

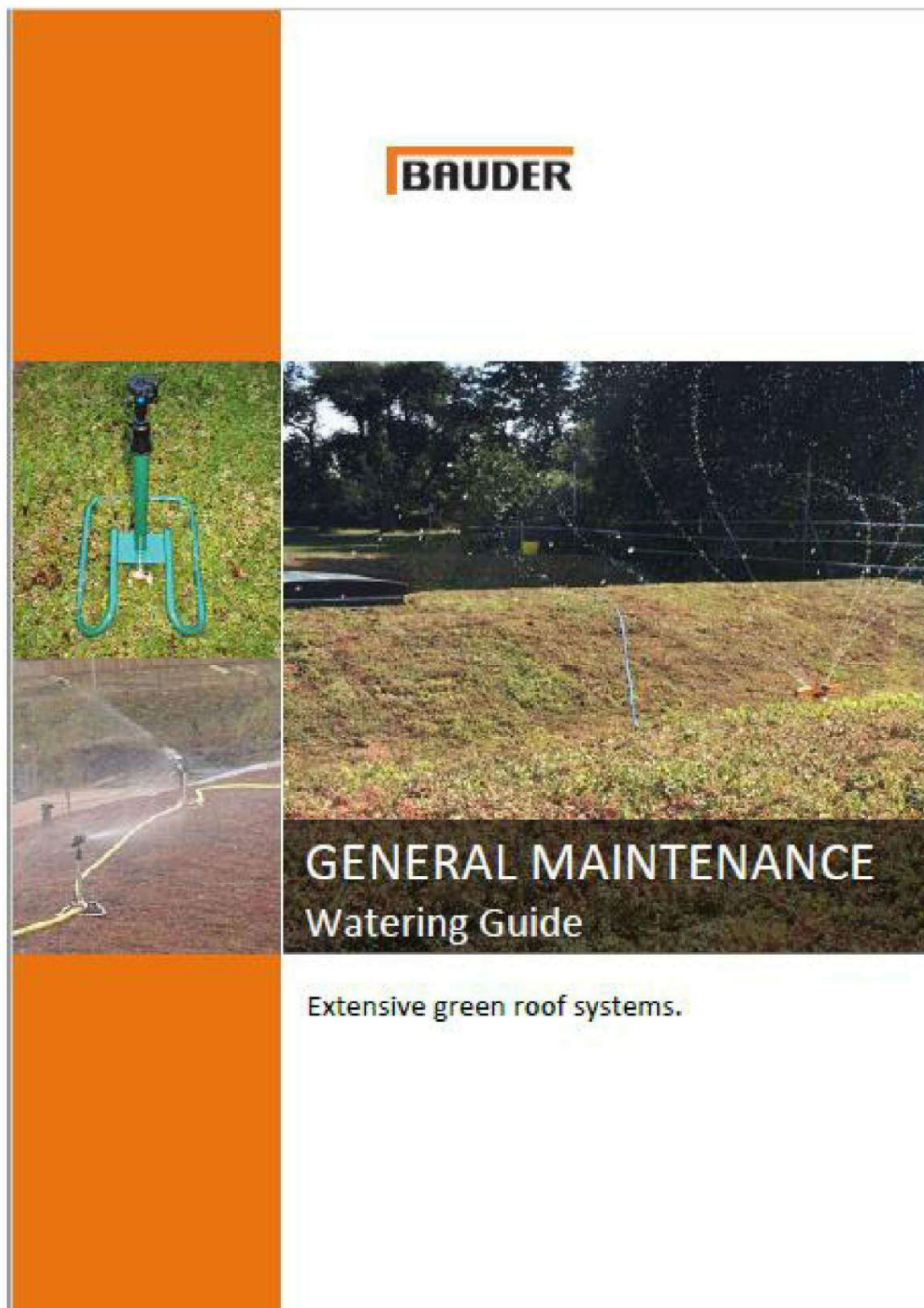
70 Landseer Road, Ipswich, Suffolk IP3 0DH, England
T: +44 (0)1473 257671 F: +44 (0)1473 230761 E: technical@bauder.co.uk
Bauder.co.uk

IRELAND OFFICE
Bauder Limited

O'Duffy Centre, Carrickmacross, Co Monaghan, Ireland
T: +353 (0)42 9692 333 F: +353 (0)42 9692 839
E: info@bauder.ie

Green roofs watering guide:

<https://www.bauder.co.uk/technical-centre/downloads/maintenance/extensive-green-roof-watering-guide.pdf>





Watering Guide

The following is a simple guide for the requirements of the initial establishment watering (directly after installation) and long-term watering or irrigation for a Bauder extensive green roof system.

All green roofs require water at installation and in hot, dry weather.

Establishment watering

All green roofs require some form of establishment watering which should continue until the plants have developed a sound root system. Establishment watering critically needs a fully operational rooftop water supply with adequate pressure and flow rate at the point where watering is delivered. This watering should be via surface sprinklers or on small roofs a hose with a fine rose. This must be carried out even when an irrigation system has been fitted that will come into operation at a later stage. In warm weather, watering should take place in the early morning or evening to reduce evaporation.

Bauder Flora Mixes/Wildflower Plugs/WB Native Wildflower Blanket

Bauder recommend that seeded and plug planted areas are installed in the spring and autumn months when there is usually milder weather, moderate temperatures, and likelihood of regular rainfall. Seed and plugs are very difficult to establish in mid-summer and do not grow in mid-winter.

Seed & Plugs: 10-12 weeks after installation

WB Native Wildflower Blanket: 4-6 weeks after installation

Ensure the substrate remains damp to the touch by watering regularly. In mid-summer, the roof may need daily, watering and will have to be constantly monitored.

Bauder Wildflower Plugs should be saturated completely prior to planting. Seeded roofs should not be watered until seed has germinated - for more information see Bauder Green Roof Installation Guide.

Bauder XF301/Bauder SB Substrate Sedum Blanket/Sedum Plugs

Sedum is drought resistant but only once it has fully established.

XF301/Bauder SB Substrate Sedum Blanket: 4-6 weeks after installation

Sedum Plugs: 10-12 weeks after installation

Ensure the substrate remains damp to the touch by watering regularly. In mid-summer, the roof may need daily, watering and will have to be constantly monitored.

Note: Sedum turns red when stressed through lack of water.

Bauder recommend that sedum plug planted areas are installed only in the spring and autumn months when there is usually milder weather, moderate temperatures, and likelihood of regular rainfall.

Key points for installation:

1. Ensure all other roof works are completed before the green roof is installed.
2. Test the watering system, ensure there is a working water source at roof level with sufficient pressure at the point of watering.
3. Do not try to install living vegetation on extremely hot, sunny days.
4. Install any vegetation on the day it is delivered (See Bauder's Green Roof Installation Guide).
5. Ensure the vegetation blankets are laid carefully and additional substrate is used to patch any open joints.
6. Water in the vegetation (even in winter) and fertilise if required (with Bauder Organic Fertiliser).
7. Watering should take place in the early morning or evening to reduce evaporation.
8. Avoid any trafficking of the roof.
9. Avoid any storage of materials on the roof.
10. Continue to water the roof as required for the whole establishment period.

UK OFFICE

Bauder Limited

70 Landseer Road, Ipswich, Suffolk IP3 0DH, England
T: +44 (0)1473 257671 F: +44 (0)1473 230761 E: technical@bauder.co.uk
Bauder.co.uk

IRELAND OFFICE

Bauder Limited

O'Duffy Centre, Carrickmacross, Co Monaghan, Ireland
T: +353 (0)42 9692 333 F: +353 (0)42 9692 839
E: info@bauder.ie



Long Term Watering/Irrigation

This advice is for green roofs after their initial establishment is complete. Roofs are hostile environments for all plants. There is an increase in wind at higher levels and the reduced depth of substrate can dry out quickly when surrounded by a warm building. The perimeter of a planting area is more prone to drying than the centre.

ALL green roofs will require watering in times of drought.

Generally watering is best carried out in the early morning or later evening (irrigation should be set to come on at night)

Bauder WB Native Wildflower Blanket/Flora Seed Mixes & Native Plugged Roofs

The British Native species are not as drought tolerant as sedum. The depth of growing medium (substrate) means the plants struggle to retain enough water in very dry weather. Watering should be carried out regularly as the weather dictates, typically this would involve watering after one or two weeks without rainfall.

Watering is likely to prolong the flowering season for many species.

Ideally monitor the appearance of the roof along with the local weather forecast.

Advise: Water every 4-5 days. Water until the substrate is soaked, and the drainage board is full of water.

Note: Overwatering will produce a lush, thick green roof covering which can choke other species, underwatering will increase the speed in which plants flower and go to seed or brown off.

Bauder XF301/Bauder SB Substrate Sedum Blanket/Sedum Plugs

Sedum is a very drought resistant plant and will survive even quite long periods of drought, however it will benefit from the occasional soaking i.e. in prolonged hot, dry weather (2-3 weeks without rain in the summer months).

Note: Sedum turns red when stressed through lack of water.

Advise: Water heavily once every week, water the sedum until the vegetation and substrate are total soaked.

Note: Overwatering will encourage grass and weed species to establish, underwatering will shrink the sedum plants enabling erosion of the exposed substrate.

This guide assumes: Summer months are April to October. Winter Months: November to March. Whilst generally summer months are hotter and drier, common sense should dictate when the weather is particularly severe for the time of year.

More comprehensive details are contained in the Watering Requirement Guidelines, which include details of irrigation.

UK OFFICE

Bauder Limited

70 Landseer Road, Ipswich, Suffolk IP3 0DH, England
T: +44 (0)1473 257671 F: +44 (0)1473 230761 E: technical@bauder.co.uk
bauder.co.uk

IRELAND OFFICE

Bauder Limited

O'Duffy Centre, Carrickmacross, Co. Monaghan, Ireland
T: +353 (0)42 9692 333 F: +353 (0)42 9692 839
E: info@bauder.ie

Signed on behalf of the Chief Officer

by

in the presence of

this 2nd day of March 2022

Signed on behalf of Sunburst Investments Limited by

.....
In the presence of ..

this 25th day of February 2022

Signed on behalf of MBC Motor Repairs Limited by

.....
In the presence of

this day of 2022

Signed on behalf of the Chief Officer

by

in the presence of

this day of 2022

Signed on behalf of Sunburst Investments Limited by

.....

In the presence of

this day of 2022

Signed on behalf of MBC Motor Repairs Limited by

.....

In the presence of

this ^{25th} day of ^{Feb.} 2022

Nick Marshall
Advocate
Preston Legal
27 Hill Street
St Helier
JE2 4UA
DD +44 (0) 1534 713114
E – nick@prestonlegal.co.uk