

DATED 29<sup>th</sup> April 2015

**EAST DEVON DISTRICT COUNCIL**

and

**LYME BAY LEISURE LIMITED**

and

**DEVON COUNTY COUNCIL**

and

**WEST ONE LOAN LIMITED**

**SECTION 106 AGREEMENT**

relating to

**LAND AT SEATON HEIGHTS**

THIS AGREEMENT is made the 29<sup>th</sup> day of April 2015

**BETWEEN**

1. **EAST DEVON DISTRICT COUNCIL** of Station Road, Knowle, Sidmouth, Devon, EX10 8HL (the "**District Council**").
2. **LYME BAY LEISURE LTD** (Company registration number 8513325) whose registered office is situated at The Pavilion, Kingfisher Way, Hinchingsbrooke Business Park, Huntingdon, Cambridgeshire PE29 6FN (the "**Owner**").
3. **DEVON COUNTY COUNCIL** of County Hall, Topsham Road, Exeter, Devon, EX2 4QD (the "**County Council**").
4. **WEST ONE LOAN LIMITED (Co. Regn. No. 5385677)** of 3 Penta Court, Station Road, Borehamwood, WD6 1SL (the "**Mortgagee**").

**WHEREAS:**

1. In this Agreement the following definitions shall apply:

The 1990 Act	Means the Town and Country Planning Act 1990 (as amended)
Accommodation	Means any unit of holiday accommodation to be constructed on the Site pursuant to the Planning Permission.
The Application	Means the full planning application 14/0677/MFUL made to the District Council for the Development
Commencement of Development	Means the commencement of the Development by the carrying out of any material operation (as defined in Section 56(4) of the 1990 Act) but for the purposes of this Agreement only shall not include operations consisting of site clearance, demolition works, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial works in respect of any contamination or other adverse ground conditions,

	erection of any temporary means of enclosure, the display of temporary site notices or advertisements and expressions such as "Commence" and "Commenced" shall be construed accordingly.
County Council's Legal Costs	Means the reasonable legal costs of the County Council in connection with the preparation and completion of this Agreement payable by the Owner.
Development	Means the 'construction of 2 storey 12 bedroom hotel; 38 units of holiday accommodation; central amenities building for restaurant / leisure club and associated parking and access as is more fully described in the Application.
District Council's Legal Costs	Means the maximum sum of £1400 (inclusive of VAT) payable by the Owner to the District Council as payment of its reasonable legal costs in connection with the preparation and completion of this Agreement.
Footway A	Means the footway that will be constructed (adjacent to the existing carriageway known as the B3176, Seaton Down Hill) by the Owner between the points labelled 'A' and 'B' and following the line delineated by a blue line as shown (indicatively only) on the attached Plan 2.
Final Certificate	Means the certificate issued by the Head of Service following the Final Maintenance Inspection of the landscaping confirming that the Landscaping Area has been completed and maintained in accordance with the Landscaping Scheme and that the plants and trees are in good health.
Final Maintenance Inspection	Means the inspection or inspections of the Site conducted by the Head of Service to ensure that the landscaping has been implemented and maintained in accordance with the Landscaping Scheme and that the plants and trees are in good health and to determine whether it is appropriate to issue either a Remedial Notice or the Final Certificate in the Head of Services' absolute discretion.

Habitat Mitigation Contribution	Means the sum of £15,000 as a contribution towards the District Council's emerging Axe Estuary Wetland Scheme, thereby mitigating the impact of the Development on the Axe Estuary SPA / SSSI / RAMSAR site.
Head of Service	Means the Head of Service for Environment or such person in whom the Head of Service for Environment's functions are from time to time vested
Index	Means the Retail Price Index (All Items).
Interest Rate	Means 4% above the Bank of England Base Rate calculated on a day to day basis.
Landscaping Area	Means those parts of the Site to be provided and maintained as hard and soft landscaping and which are shown coloured green on Plan 3
Landscape and Ecological Management Plan and Monitoring Strategy	<p>Means the plan substantially in the form annexed to this agreement as Annexure 1 and which provides;</p> <p>(i) for a five year period for the replacement of all plants, shrubs and trees that have failed to flourish or are deceased and require such replacing; and</p> <p>(ii) for the lifetime of the Development, the requirement to submit a report in every fifth year to the Head of Service of the District Council setting out the condition of the Landscaping Area and the plants planted in accordance with the Landscaping Scheme to allow a joint (between the Owner and the District Council) review of the Landscaping Scheme to assess any necessary changes. Upon agreement of the outcome of the review, the owner shall implement any such changes.</p> <p>(iii) details of the establishment and management, in perpetuity, of the bat flight path, including the hedge bank and enhanced boundary hedge, the wildflower meadow and the bat house;</p> <p>(iv) ecological supervision of the habitat creation;</p> <p>(v) ongoing monitoring of light levels and the integrity and management of the "bat flight corridor" habitats; and</p> <p>(vi) monitoring the use of the site and "bat flight corridor" to ensure the effectiveness of the mitigation measures.</p>

Landscaping Scheme	<p>Means the scheme to be submitted pursuant to paragraph 1 of the First Schedule dealing with the following elements in respect of the Landscaping Area, namely;</p> <ul style="list-style-type: none"> <li>- the programme and timing for the provision of all hard and soft landscaping elements</li> <li>- a detailed plan and specification for its laying out and planting</li> <li>- the Landscape and Ecological Management Plan and Monitoring Strategy</li> <li>- the programme of maintenance for the Landscaping Area</li> </ul>
Maintenance Period	Means the 12 month period (or such shorter time as the Head of Service may agree) following the issue of the Practical Completion Certificate.
Monitoring Fee	Means the maximum sum of £958.50 to be paid to the District Council as a contribution towards the District Council's costs of monitoring the implementation and delivery of this Agreement.
Occupation	Means occupation of any part of the Development for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or marketing) and "Occupy", "Occupied" or "Occupancy" shall where the context so requires have the same meaning
Off-Site Highway Improvements	Means the construction and implementation of Footway A, the Pedestrian Crossing and any other works reasonably required by the County Council as a result of the Development.
Pedestrian Crossing	Means the construction of a dropped kerb uncontrolled pedestrian crossing point with tactile paving south of the proposed access to the Development and which Crossing links to Footway A on the other side of the highway known as the B3176, Seaton Down Hill
Plan 1	Means the plan annexed to this Agreement showing the extent of the Site and labelled "Plan 1".

Plan 2	Means the plan annexed to this Agreement and labelled "Plan 2" (Ref 29149-001-001 Rev C and prepared by PBA Peter Brett) and which (indicatively only) shows the extent of Footway A.
Plan 3	Means the plan annexed to this Agreement and labelled "Plan 3" and which shows the Landscaping Area
Planning Permission	Means any planning permission issued pursuant to the Application.
Practical Completion Certificate	Means the certificate or certificates issued by the Head of Service once he is satisfied that the Landscaping Area has been completed in accordance with the Landscaping Scheme.
Remedial Notice	Means the notice or notices issued by Head of Service either prior to or during the Maintenance Period (if appropriate) requiring the Owner to carry out any works that he reasonably considers to be necessary for the Landscaping Scheme to be provided in accordance with the approved details including (without limitation) re-planting of unhealthy dead diseased or dying plants and trees and a timescale within which those works are to be completed.
Site	Means the land shown edged red on Plan 1 and known as Seaton Heights Hotel, Harepath Hill, Seaton EX12 2TF registered at HM Land Registry under title number DN255726.

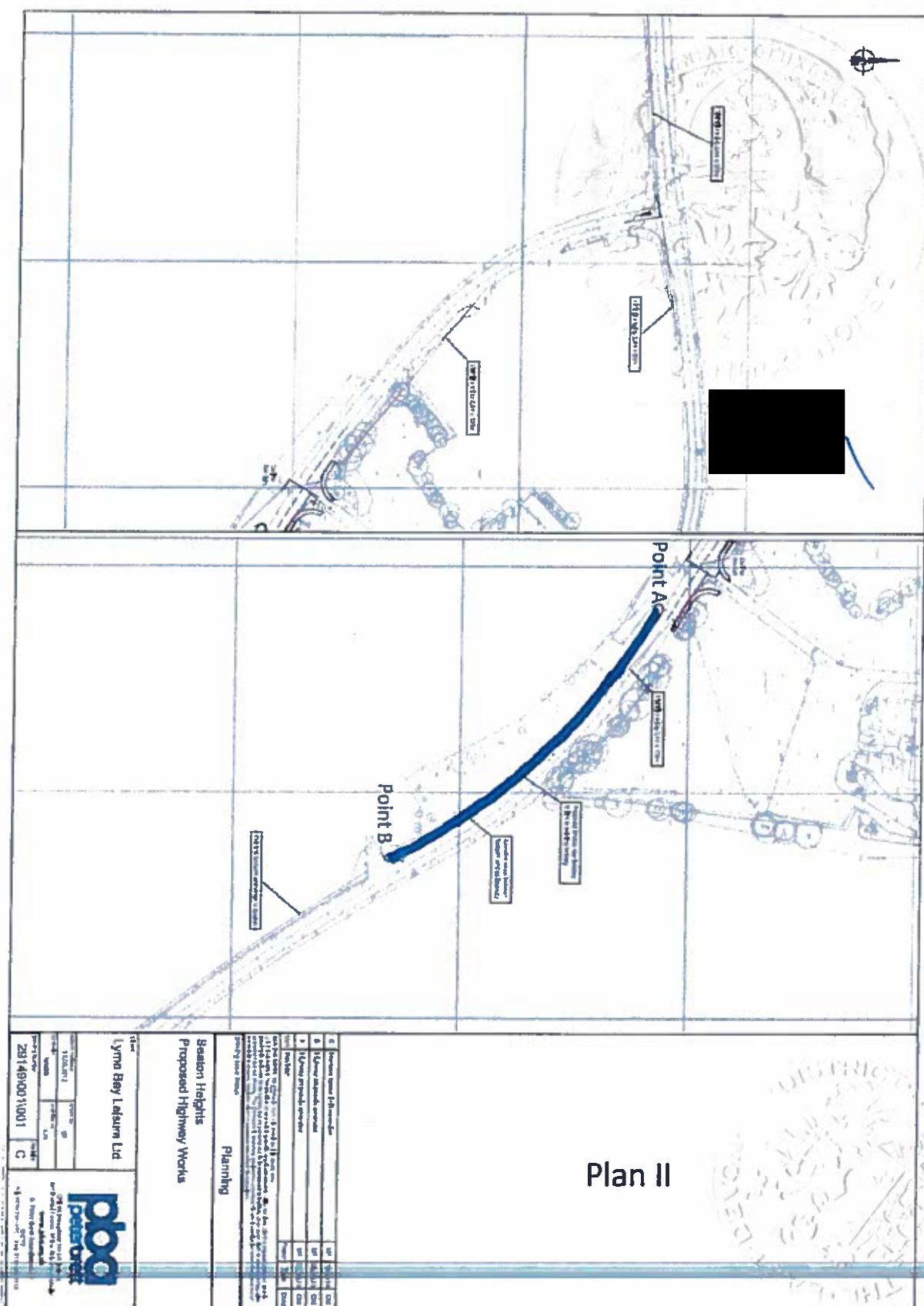
## Background

- 1.1. The District Council is the Local Planning Authority for the District of East Devon for the purposes of the 1990 Act for the area in which the Site is situated and is the authority by whom the planning obligations in this Agreement shall be enforced and in addition the obligation relating to the Off Site Highway Improvements shall be separately enforceable by the County Council.
- 1.2 The Owner is the proprietor of the Site registered at H M Land Registry under Title Number DN255726 subject to a legal charge dated 9<sup>th</sup> July 2013 in favour of the Mortgagee (the "Legal Charge").







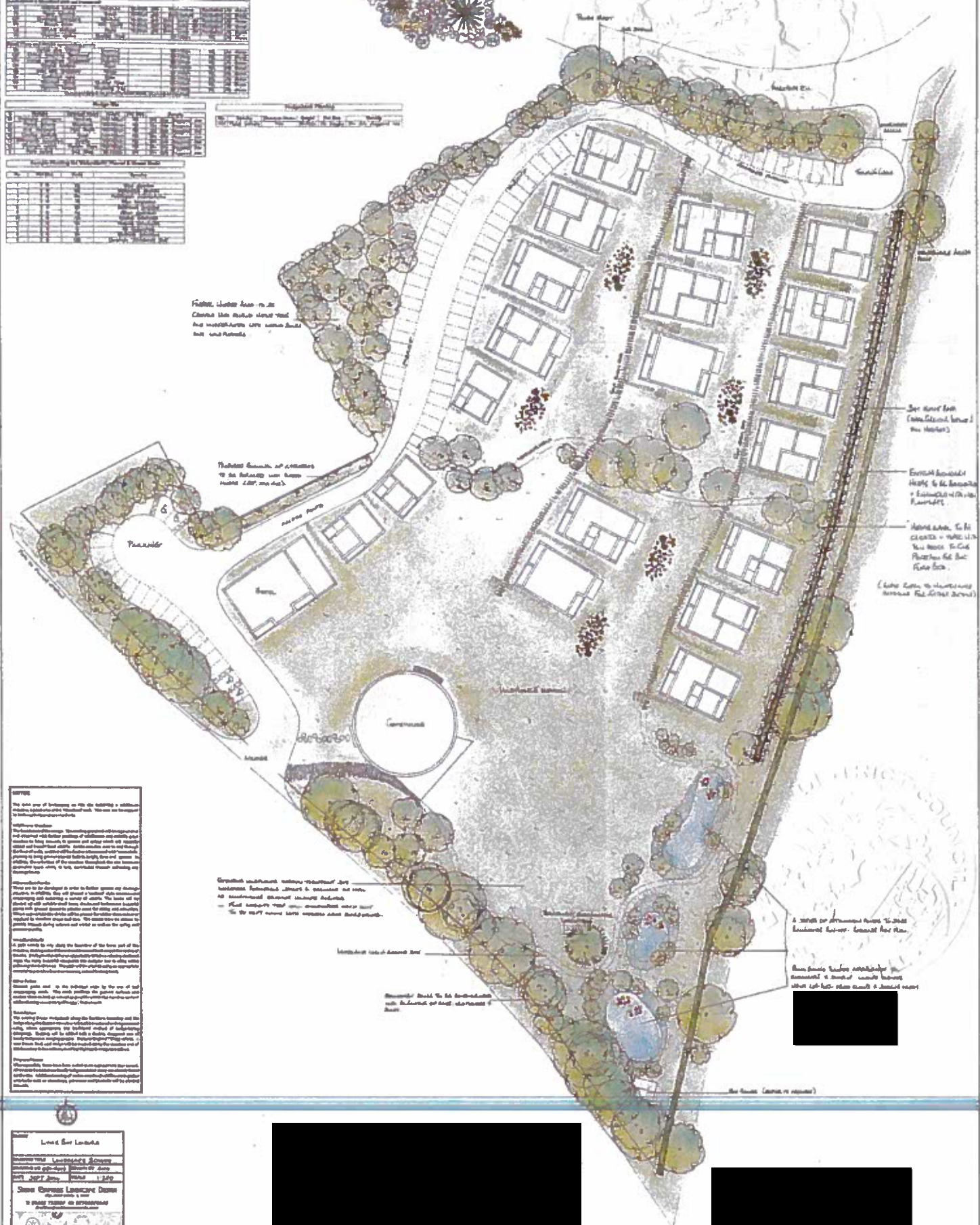




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Issue	Number of teachers	Percentage of teachers
Physical health problems	1,234	12.3%
Mental health problems	987	9.8%
Stress	1,567	15.6%
Workload	1,890	18.9%
Lack of control over work	1,123	11.2%
Lack of resources	1,345	13.4%
Lack of training	1,678	16.7%
Lack of information	1,901	19.0%
Lack of support	1,234	12.3%
Lack of recognition	1,567	15.6%
Lack of respect	1,890	18.9%
Lack of dignity	1,123	11.2%
Lack of autonomy	1,345	13.4%
Lack of involvement	1,678	16.7%
Lack of participation	1,901	19.0%
Lack of consultation	1,234	12.3%
Lack of communication	1,567	15.6%
Lack of cooperation	1,890	18.9%
Lack of collaboration	1,123	11.2%
Lack of teamwork	1,345	13.4%
Lack of leadership	1,678	16.7%
Lack of management	1,901	19.0%
Lack of organization	1,234	12.3%
Lack of planning	1,567	15.6%
Lack of evaluation	1,890	18.9%
Lack of feedback	1,123	11.2%
Lack of improvement	1,345	13.4%
Lack of innovation	1,678	16.7%
Lack of creativity	1,901	19.0%
Lack of initiative	1,234	12.3%
Lack of responsibility	1,567	15.6%
Lack of accountability	1,890	18.9%
Lack of transparency	1,123	11.2%
Lack of openness	1,345	13.4%
Lack of honesty	1,678	16.7%
Lack of integrity	1,901	19.0%
Lack of ethics	1,234	12.3%
Lack of morals	1,567	15.6%
Lack of values	1,890	18.9%
Lack of beliefs	1,123	11.2%
Lack of attitudes	1,345	13.4%
Lack of behaviors	1,678	16.7%
Lack of skills	1,901	19.0%
Lack of knowledge	1,234	12.3%
Lack of experience	1,567	15.6%
Lack of expertise	1,890	18.9%
Lack of competence	1,123	11.2%
Lack of capability	1,345	13.4%
Lack of ability	1,678	16.7%
Lack of talent	1,901	19.0%
Lack of potential	1,234	12.3%
Lack of promise	1,567	15.6%
Lack of hope	1,890	18.9%
Lack of faith	1,123	11.2%
Lack of trust	1,345	13.4%
Lack of confidence	1,678	16.7%
Lack of belief	1,901	19.0%
Lack of faith	1,234	12.3%
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NO.	Track	Measure	Unit	Rate	Value



FATHER, MOTHER AND SON  
CHARGE THE BOMBING OF THE  
NEW YORK CITY OFFICE BUILDING  
ON 9/11

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WITH THE PREVIOUS WORK OF  
MANN (1967, 1968, 1969).

See also 100  
(see also 100)

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(Refer to the classification  
page 2 of the report)

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Source: *State of the Art* (1990)

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- 1.3 The Owner has submitted the Application to the Council.
- 1.4 The County Council is the Highway Authority for the area in which the Site is situated.
- 1.5 The parties hereto in accordance with the provisions of section 106 of the 1990 Act as amended, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011, section 2 of the Local Government Act 2000 and any other enabling powers have agreed to enter into a Planning Obligation the terms of which are contained in this Agreement.

**IT IS HEREBY AGREED AND DECLARED** that:

**General**

- 2.1 This Agreement is a planning obligation binding the Site made in pursuance of section 106 of the 1990 Act and enforceable by the District Council and separately by the County Council under section 106 of the 1990 Act against the Owner and their successors in title.
- 2.2 Where in this Deed reference is made to any clause, paragraph, schedule or recital, such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.
- 2.3 The Deed is conditional on the grant of Planning Permission and Commencement of Development save for any obligation expressed to be required to be complied with prior to the Commencement of Development and the provisions of clause 5 which shall take effect from the date of this Agreement.
- 2.4 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.5 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons including companies, corporations and firms and all such words shall be construed interchangeable in that manner.
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- 2.6. Where more than one person is obliged to observe or perform an obligation, the obligation can be enforced against all such persons jointly and against each individually unless there is an express provision otherwise.
- 2.7. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act 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 Act or deriving validity from it.
- 2.8. References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party, and references to any local authority shall include the successors to its various statutory functions.
- 2.9. This Deed shall cease to have effect (insofar as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or if it is modified (without the consent of the Owner) by statutory procedure or expires prior to Commencement of Development.
- 2.10. The contents of this Agreement shall be registerable by the District Council as a Local Land Charge pursuant to section 106(11) of the 1990 Act.

### **3. Service of Notices**

- 3.1. Any notices to be served shall be served in writing to the principal address or registered office (as appropriate) of the relevant party.
- 3.2. If the Owner fails to serve any notice required by this Agreement any period within which the District Council or the County Council is required to give a response to that notice shall not commence before the date that the District Council or County Council (as relevant) notifies the Owner in writing that it is in breach of its duty to serve the notice.


### **4. Liability for future breaches of Agreement**

- 4.1. No person shall be liable for any breach of the obligations or covenants contained within this Agreement which occurs after that person has parted with their entire interest in the Site or

the part of it in respect of which the breach occurs but without prejudice to any liability for any subsisting breach arising prior to parting with such interest.

- 4.2 Any bona fide individual purchaser (whether freehold or leasehold) and/or individual occupier of any individual unit of Accommodation erected on the Site shall not be bound by the obligations contained in this Agreement.

## 5. Legal Fees and Monitoring Fee

- 5.1 The Owner shall, prior to the execution hereof, pay the District Council's Legal Costs and the ~~Monitoring Fee~~ together with the County Council's Legal Costs in connection with the preparation and completion of this Agreement. 
- 5.2 The Owner shall prior to the Commencement of Development pay to the District Council the Monitoring Fee.
6. Owner's Covenants

The Owner covenants with the District Council to observe and perform the obligations in the First Schedule and the Owner covenants separately with the County Council to observe and perform the obligations contained in the Second Schedule.

## 7. Miscellaneous

- 7.1 No provisions of this Deed are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Deed, except that the application of that Act shall not prevent all or any of the future successors in title or to the statutory functions of any of the parties to this Deed from being able to benefit from or to enforce any of the obligations in this Deed.
- 7.2 Where the agreement, approval, consent or expression of satisfaction is required by one party from another party under the terms of this Deed, such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 7.3 Any such agreement, approval, consent or expression of satisfaction shall unless otherwise stated in this Deed be given on behalf of the District Council by the Head of Planning.
- 7.4 The District Council will upon the written request of the Owner, and at no additional cost to the Owner, at any time after all the obligations of the Owner under this Deed have been

fulfilled issue written confirmation of the same, and thereafter cancel all related entries in the Register of Local Land Charges.

7.5 Insofar as any clause or clauses in this Deed 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 Deed.

7.6 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not an appeal) after the date of this Deed.

#### **8. Waiver**

No waiver (whether express or implied) by any party to this Deed of any breach or default in performing or observing any of the provisions of this Deed by any other party shall constitute a continuing waiver, and no such waiver shall prevent the party granting it (or implied to have done so) from enforcing any of the relevant provisions or from acting upon any subsequent breach or default.

#### **9. VAT**

All sums payable under this Deed shall be deemed to be exclusive of Value Added Tax where applicable, and except where otherwise stated, the party liable to make the payment shall also be liable to pay any Value Added Tax due.

#### **10. Jurisdiction**

This Deed is governed by and interpreted in accordance with the law of England and Wales; and the County Court in whose district the Site is situated shall have full jurisdiction to hear and determine proceedings arising from or relating to this Deed or for the enforcement of its terms or any of them.

#### **11. Indexation**

Any sum to be paid pursuant to the obligations contained in the Schedules shall be increased in accordance with the following formula:-

$$C = \text{£}Y \times \frac{B}{100} - \text{£}Y$$



A

Where:

A is the value of the relevant Index last published before the date hereof and

B is the value of the Index last published before the said contribution has been paid

C is the additional sum to be paid

£Y is the amount of the contribution to be paid

**12. Interest**

In the event of the Owner failing to make any payment due pursuant to the terms of this Agreement the Owner shall pay interest at the Interest Rate from the date payment was due to the date payment was made.

**13. Mortgagee Consent**

The Mortgagee hereby acknowledges and declares that this Deed has been entered into by the Owner with its consent to the intent that the obligations herein contained shall be binding on the Site and that the security of the Legal Charge over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless and until it takes possession of the Site or disposes of any interest in the Site or leases sells or otherwise deals with the Site or any part thereof in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

**SCHEDULE 1**  
**COVENANTS WITH THE DISTRICT COUNCIL**

**Part A: Landscaping**

1. The Owner hereby covenants with the District Council as follows:-
  - 1.1. Not to Commence the Development until the Landscaping Scheme has been submitted to and approved in writing by the District Council
  - 1.2. To implement and carry out the Landscaping Scheme in accordance with the programme and detail approved by the Council pursuant to paragraph 1.1 above.
  - 1.3. Prior to implementation of the Landscaping Scheme pursuant to paragraph 1.2 above the Owner shall notify the Head of Service in writing of details of their designated contact for queries regarding the Landscaping Areas
  - 1.4. Upon completion of the landscaping in the Landscaping Areas in accordance with the Landscaping Scheme to request an inspection following which the Head of Service shall issue either the Practical Completion Certificate or a Remedial Notice which shall be complied with within 28 days following which the Owner shall request a further inspection by the Head of Service following which the Head of Service shall issue a Practical Completion Certificate or a Remedial Notice and such process is to be repeated until the Practical Completion Certificate is issued.
  - 1.5. Following the issue of the Practical Completion Certificate the Owner shall maintain the Landscaping Areas in accordance with the Landscaping Scheme to the satisfaction of the Council for the Maintenance Period (or such shorter period as may be agreed to by the Head of Service) and during that time to comply with any Remedial Notice reasonably served by the Council.
  - 1.6. If the Owner does not comply with the requirements of any Remedial Notice to the Council's satisfaction as required by this paragraph 1 of this Schedule the Council may after giving the Owner 14 days' written notice of the works it intends to carry out and the Owner failing to

carry out the works within that period enter upon the Site and themselves carry out those works and the cost of these works shall be paid by the Owner to the Council.

1.7. One month prior to the expiry of the Maintenance Period the Head of Service will carry out the Final Maintenance Inspection following which the Head of Service shall either issue the Final Certificate or a Remedial Notice which shall be complied with within 28 days following which the Owner shall request a further inspection by the Head of Service following which the Head of Service shall issue the Final Certificate or a Remedial Notice and such process is to be repeated until the Final Certificate is issued. Where the Head of Service fails to carry out the Final Maintenance Inspection prior to the expiry of the Maintenance Period, the Owner shall be entitled to the Final Certificate without further inspection.

1.8. Following the issue of the Final Certificate the Owner shall maintain the Landscaping Area in accordance with the Landscaping Scheme for as long as the Site is used for the uses permitted by the Planning Permission

## **Part B: Contributions**

1. The Owner hereby covenants with the District Council as follows:-

1.1. Prior to first Occupation to pay the Habitat Mitigation Contribution to the District Council and not to permit or cause first Occupation until the Habitat Mitigation Contribution has been paid to the District Council together with any additional sum due pursuant to Clause 12 hereof.

## **Part C: Repayment of Contributions**

2. In the event that the Habitat Mitigation Contribution or any part thereof has not been spent or committed to be spent, by way of a property executed contract, by the District Council within 10 years of Completion of the Development, the District Council shall upon request of the Owner (or such person who made the payment) repay the Habitat Mitigation Contribution or the unspent or uncommitted part thereof to the original paying party together with any interest from the date of original payment to the date of repayment .

---

**SCHEDULE 2  
COVENANTS WITH THE COUNTY COUNCIL**

**1. Off-Site Highway Improvements**

1.1 The Owner covenants with the County Council to enter into an agreement under Section 278 and/or Section 38 of the Highways Act 1980 (as applicable) in respect of the Off-Site Highway Improvements and such agreement is to be entered into prior to Commencement of Development in a form reasonably required by the County Council;

1.2 The Owner further covenants with the County Council that no Development shall be Commenced until they have entered into the said highway agreement as set out at Paragraph 1.1 of this Second Schedule; and

1.3 The Owner covenants that the Off-Site Highway Improvements shall be completed prior to the Occupation of any Accommodation on the Site.

**IN WITNESS** whereof the parties hereto have executed this document as a Deed the day and year first before written

**EXECUTED AS A DEED**

by affixing the Common Seal of  
**EAST DEVON DISTRICT COUNCIL**  
in the presence of :-

Authorised Signatory

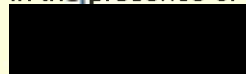


19/92

**EXECUTED AS A DEED**

by affixing the Common Seal of  
**DEVON COUNTY COUNCIL**  
in the presence of :-

Authorised Signatory



**DOCUMENT No.** .....16087.....

**SIGNED AS A DEED** by )  
**LYME BAY LEISURE LIMITED** )  
acting by )



Director



Director/Secretary



SIGNED AS A DEED by )

WEST ONE LOAN LIMITED )

acting by their attorney )

Stephen Henry Evans Jones

in the presence of

LEIGH HAIGH

(Witness Name)

Fieldfisher, 5th floor,  
Free Trade Exchange,  
37 Peter Street,  
Manchester,

M2 5GB.

(Witness Address).

Paralegal

(Witness Occupation).

[Redacted Signature]

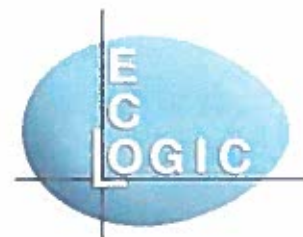
Attorney

Director

[Redacted Signature]

Director/Secretary

Witness

**Seaton Heights****Landscape and Ecological Management Plan: Draft 1**

<b>Planning Reference</b>	<b>14/0677/MFUL</b>	<b>Report Reference</b>	<b>450023 – 20141001 Draft 2</b>	<b>Report Author</b>  Ian Crowe BSc Hons. CEnv. MCIEEM
<b>Site Name</b>	<b>SEATON HEIGHTS</b>			
<b>Client</b>	<b>LYME BAY LEISURE LTD.</b> The Pavilion Kingfisher Way, Hinchingsbrooke Business Park, Huntingdon, England, PE29 6FN			

September 2014

EcoLogic Consultant Ecologists LLP  
2 Westhay Cottages  
Hawkchurch  
Axminster  
Devon. EX13 5XH

Tel 01297 680352

ian@ecologic-consultants.co.uk

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# **1 Introduction**

## **1.1 Terms of Reference**

This document has been produced by EcoLogic Consultant Ecologists LLP on behalf of Lyme Bay Leisure Ltd in relation to the redevelopment of the site known as Seaton Heights as described in the planning proposal to East Devon District Council: reference **14/0677/MFUL**

It is designed to provide a means of ensuring that the landscaping and the necessary ecological mitigation and compensation is correctly implemented and maintained throughout the life of the development proposed within the planning proposal. It is to form part of an agreement relating to the proposal as defined in Section 106 of the Town and Country Planning Act 1990.

This document is based on the desk studies and surveys contained within the reports by Acorn Ecology Ltd and an Ecological Appraisal by EcoLogic Consultant Ecologists LLP: all of which are listed within the References and Bibliography section below. The landscaping design and access found in Section 5 'Landscaping') and Appendix 1 and the Schedule of Maintenance, Appendix 2 have been prepared by Sabina Edwards Landscape Design.

## **1.2 Roles and Responsibilities**

### **1.2.1 Ecological Clerk of Works**

EcoLogic Consultant Ecologists LLP have been appointed as the contractor providing Ecological Clerk of Works. The Ecological Clerk of Works will oversee the construction and installation of the mitigation features described in this report.

### 1.2.2 Protected Species Licence Supervision

Mitigation works carried out under a European Protected Species Licence (Bats) relating to the demolition of the existing buildings on the site, and a Natural England Licence under the Protection of Badgers Act 1992 will be carried out by the Named Ecologist on the licence or their Accredited Agents. EcoLogic are currently contracted to obtain these licences.

### 1.2.3 Supervising Ecologist

In order to ensure that the obligations set out in this document are met a Supervising Ecologist will be appointed to ensure that the mitigation features are maintained in favourable condition and that monitoring is carried out as prescribed.



## 2 Potential Ecological Impacts and Corresponding Mitigation

### 2.1 Potential Disruption of strategic bat flyways used by bat species associated Beer Quarry Caves SAC including species listed as interest features of the SAC.

In the absence of significant survey information an Ecological Appraisal Report 'LBLSeatonHeights (08-14)' written by EcoLogic has identified potential bat flight paths over the site and the strong probability that they will be used by bats associated with Beer Quarry Caves SAC. The potential for the proposed development to cause disruption to these flight paths was recognised. Physical disruption to what is probably the most important flight path over the site, the eastern boundary and its hedgerow, is to be avoided as the proposals leave this boundary and its hedgerow intact. However, without mitigation, illumination from the proposed new buildings could cause disruption to commuting and hunting bats flying alongside this linear feature.

#### 2.1.1 Mitigation

The report described above gives an assessment of the proposed mitigation designed into the applications plans as consented under **14/0677/MFUL** (The Designs). The mitigation is aimed at giving certainty that there will be no negative effect on the interest features of the SAC. i.e. Bechstien's, and lesser and greater horseshoe bats. This entails the creation of a dark bat flight corridor alongside the existing hedge on the eastern boundary. This is to be created by the construction and maintenance of a bank with evergreen hedge on top running parallel to the existing boundary hedge: such that there will always be a clear corridor 2 metres wide between the outer ends of the branches of the hedgerow shrubs on either side of the corridor. Detail for the construction, planting and maintenance of these features is given in Appendix

2.

The lighting analysis, Hulley & Kirkwood Consulting Engineers Ltd August 2014, indicates that the required conditions for a dark bat flyway should be achieved by the designs as proposed in the consented planning proposal **14/0677/MFUL**.

A cross section drawing of the house closest to the eastern boundary (number 7), and therefore that which would provide the greatest amount of illumination onto that area, was chosen for modelling the light levels. See Appendix 3.

It was reasoned that if the required levels could be achieved here they could be achieved in front of all the other houses. This is provided that the lighting is installed and kept as was used in the model and that the model was accurate. Therefore, the predictions of the model must be confirmed once the houses and the mitigation features are completed.

#### 2.1.2 Actions:

The construction of the bank and planting and management of the hedgerows will be overseen by the Ecological Clerk of Works.

The light levels will be checked along the whole of the boundary that will be potentially affected by the light coming from the houses so that measurements should be taken in front of each of the seven houses that face onto the boundary.

For the avoidance of uncertainty and to create consistency a defined method for measuring the required light levels is given in Appendix 3.

Before any of the holiday homes are occupied written consent must be acquired from East Devon District Council that the light levels measured as set out in Appendix 3 have been achieved and that the supervising ecologist

is satisfied that the bat flight corridor is physically as intended in The Designs (i.e. in favourable condition).

The bank and hedges and the associated bat flight corridor will be maintained in perpetuity so that the hedgerows are a continuous row of health plants of the species prescribed without any gaps, and to include monitoring of permitted Lux levels. The bat flight corridor formed by the gap between the eastern boundary hedgerow and the bank and hedge will be maintained with a minimum width of 2 meters at all times.

**The bat flight corridor will be integrity checked, as set out in Appendix 3, in the first week of May, July and September every year. Confirmation that the light and integrity checks have been completed and that light levels remain satisfactory and the bat flight corridor remains in favourable condition will be provided to EDDC after each compliance check.**

### 2.1.3 Remedial Works

In the event that the light levels within the bat corridor, as defined by the measurements set out in Appendix 3, are not achieved remedial measures may be adopted. The erection of a fence on the western side of the evergreen hedge may be used to further reduce the light levels in the bat flight corridor. The materials used to construct the fence are not important from an ecological perspective, the only parameter of importance being the amount of light that it allows to pass through it.

If light levels remain above the target level further measures will have to be adopted. They may include altering the strength or direction of lighting within the buildings or treating the windows in some way to reduce light transmission.

---

Should remedial measures be needed, they will be discussed and agreed (including where necessary any permission sought) with the LPA prior to being undertaken.

If light levels are found to rise in the bat corridor in any subsequent years following the integrity testing this will be remedied within 1 month or less. If it is caused by the additional internal or external lighting or by an increase in the strength of existing illumination then this will be removed or reversed within seven days.

## 2.2 Potential Destruction of bat roosts within buildings proposed to be demolished.

A buildings survey report by Acorn Ecology following surveys carried out in August 2013 identifies low level roosting activity by bats within the existing buildings on site. Further survey by EcoLogic during summer 2014 (yet to be documented) has confirmed these findings.

### 2.2.1 Mitigation

Acorn Ecology made recommendations for the creation of a 'bat house' in compensation for the loss of bat roosts within the existing buildings. A European Protected Species Licence (EPSL) will be required to carry out the proposed demolition and destruction of bat roosts.

Should any 'bat house' be required as mitigation, further agreement would be sought from the LPA.

### 2.2.2 Action

EcoLogic will prepare an application based on the survey data within Acorn Ecology's report and its own survey data which together are thought sufficient to achieve an EPSL. Compensation for bats roosts lost will be provided in addition to that provided in the 'bat house' in the form of crevice roosting opportunities behind wooden cladding and or within built-in 'bat bricks' in the new buildings.

The existing buildings are scheduled for demolition in early 2015. The

creation of the hedge bank and hedge to ensure a dark corridor along side the eastern boundary hedge will be dependant on the demolition of the sports

hall/gym building in the north-east corner of the site.

The outline design of the bat house has been agreed. The detailed design with respect to bat access and roosting features will be specified in the EPSL application.

### 2.3 Potential Badger Setts Disturbance or Destruction

EcoLogic has noted badger activity in the northern half of the bank supporting the eastern boundary hedgerow. The proposed demolition of the sports hall/gym building and the creation of a hedge bank parallel to the existing boundary may cause disturbance to badgers or affect their setts.

From observations made in summer 2014 (currently undocumented) the badger activity is thought to be low.

#### 2.3.1 Mitigation

Mitigation is likely to take the form of ensuring that badgers are not present in any setts or tunnels that may be affected by the works nearby. If necessary this will be achieved by exclusion measures under licence. Badgers will be allowed to return to those sett entrances and tunnels not affected by the works.

#### 2.3.2 Action

Surveys will be carried out in the weeks approaching the start of development work to establish the status of badger activity in areas affected by the works. If necessary, a licence will be acquired from Natural England with appropriate measures taken to avoid disturbance or harm to badgers in this area.



## 2.4 Potential Harm to Reptiles

Acorn ecology carried out a reptile survey, which is reported in their report Acorn Ecology 2013b. The report states: "The site contains a mosaic of rough grass and scattered scrub habitats suitable to support widespread reptile species. Reptile refugia surveys identified one species of reptile (slow worm) within the site. It is anticipated that a small population is present, however as there is habitat suitable for reptiles both within and adjacent to the site it is possible that reptiles could further colonise the site in the future."

The report goes on to anticipate impacts as follows: "It is proposed that the grassland and bramble scrub present will be cleared and removed during site preparation works. This is likely to result in harm to reptiles and a loss of habitat suitable for reptiles."

Reptiles including grass snake, adder, common lizard and slow worm are protected Under the Wildlife and Countryside Act (1981) making it an offence to kill or injure individuals of these species.

### 2.4.1 Mitigation

The report goes on to recommend that, "if development occurs soon a destructive search of area 3 should be carried out in the presence of an ecologist." It does not define what is intended by soon but states that: "if the development is delayed for any reason the area should be resurveyed for reptiles."

The landscaping in the planning proposal, see Appendix 1, will maintain and create comparable areas of suitable habitat for reptiles to that described as existing on the site in Acorn Ecology's report and that observed by EcoLogic in 2014.

#### 2.4.2 Action

If site clearance and demolition is carried out between November 2014 and June 2015 the Ecological Clerk of Works will oversee the site clearance and determine when and how any destructive searches are carried out. If works are delayed until after this time, work will not proceed until a report reviewing the status of reptiles on the site and making recommendations as to how they should be taken into account, is provided to EDDC by a suitable qualified ecologist.

#### 2.5 Potential loss of semi-improved grassland and associated scrub habitats.

Acorn Ecology's report, Acorn Ecology 2013c, identified areas of semi-natural grassland and small amounts of scrub habitats. These areas are considered to represent relatively low value habitats in this case.

##### 2.5.1 Mitigation

Never the less, a considerable proportion of the semi-natural grassland is to be retained and enhanced and new similar habitats created. The scrub habitats the will be lost will be compensated for by new shrub planting. See Landscape Plan, Appendix 1 and Schedule of Maintenance, Appendix 2.

### 3 Landscaping

The overall landscape design has been developed with consideration to the field pattern found in surrounding countryside, in order that it may enhance, encourage and support biodiversity in both plants and animals. Consideration has also been given to the more direct neighbouring environments by the

inclusion of trees to provide screening where necessary whilst framing views and offering clear sight-lines as appropriate.

The existing meadow forms the basis of the landscape design for the site. The meadow will be renovated and diversified, under supervision of the Ecological Clerk of Works, into a species-rich, colourful wildflower and grass meadow that will be extended through the site.

Soil samples will be taken from a number of areas for analysis in order that appropriate species are used in the seed mixes. Areas between the unit rows will be further enhanced by incorporating ornamental plantings in the 'Naturalistic' style to bring height and texture within its composition. The brown roofs, incorporated to further mitigate the units, will be functional in replacing any interruptions to the meadow footprint, when viewed from higher positions.

Extending the meadow in this way, along with the brown roofs, increases the amount of soft and permeable surfaces thus alleviating current drainage issues. The creation of three water attenuation ponds, which are designed to naturally develop into ecologically self-sustaining areas, further work to this end.

All trees with Tree Preservation Orders will be retained and are incorporated into the overall scheme for the site. For example existing trees have formed the basis of the central woodland walk.

The creation of a new 'Devon' bank with hedge topping at the northern end of the eastern boundary has been described in section 3 above. The existing boundary hedgerow will be restored by hedging-laying (steeping) which will encourage fresh, new growth whilst maintaining the original stock. Any gaps will be plated up appropriately. Precautionary measures will also be undertaken to protect areas used by bats during the construction process.

Maintenance of these areas is specified in the Schedule of Maintenance (Appendix 2).

A line of cypresses along the West boundary, which has been badly topped, will be removed and replaced with a Beech hedge (*Fagus sylvatica*), after consultation with the neighbouring landowner. This will form part of the final stage of external works in order to minimise disruption of this neighbour's view.

Paths leading to units, and other areas which will see regular foot-fall or light traffic, will be laid with turf reinforcement materials. The woodland walk will be laid with a self-binding material. Where ground levels allow all slopes will be graded in order that they are considerate and inclusive of people with a wide range of mobility.

Where necessary, safety measures will be provided in the form of both boundaries and signage to ensure public safety, especially around the pond areas. Any intended use of some non-native plants will be countered by ensuring those chosen are proven non-invasive.

All areas will be easily accessed and managed by a dedicated garden maintenance team, following a Schedule of Maintenance, which will be assessed regularly and altered appropriately, to ensure long-term care and management of the landscape.

In the first five years following establishment of the landscaping and planting, all plants, shrubs and trees that have failed to flourish or are deceased will be replaced with new healthy plants.

## 4 Bat Flight Path Activity Monitoring

A monitoring programme will be put in place to help assess whether the bat population has responded favourably to the mitigation. It is important that consistent monitoring methods are used before and after development completion, to facilitate the interpretation of monitoring data. The monitoring will be based on that recommended in the South Hams SAC - Greater horseshoe bat consultation zone planning guidance.

### 4.1 Actions

Monitoring will involve monthly manual surveys (including some trapping of bats for identification) and the deployment of automatic remote detector systems over 50 nights during the active period April to October. This will be carried out in the first years of the development, before building construction is completed. The same level of survey effort will be carried out again in the first season following completion of the development to give an indication of the level of continuing bat activity.

Surveys should cover the period of peak activity for bats from sunset for at least the next 3 hrs. Surveys should be carried out on warm (>10 °C but >15°C in late summer), still evenings that provide optimal conditions for hunting insects. Details of temperature and weather conditions during surveys will be included in a final report. Digital echolocation records of the surveys will be included in the report and species records will be sent to the Devon Biological Records Centre.

## 5 Reporting and Review

For the lifetime of the Development, the Site Owner will submit a report in every fifth year to the Head of Service of the District Council setting out the condition of the Landscaping Area and the plants planted in accordance with the Landscaping Scheme to allow a joint (between the Owner and the District Council) review of the Landscaping Scheme to assess any necessary changes. Upon agreement of the outcome of the review, the Owner shall implement any such changes.

The bat flight corridor will be integrity checked, as set out in Appendix 3, in the first week of May, July and September every year. Confirmation that the light and integrity checks have been completed and that light levels remain satisfactory and the bat flight corridor remains in favourable condition will be provided to EDDC after each compliance check.



## 6 References and Bibliography

Acorn Ecology 2013a. *Building Survey Report (including bats and birds): Lyme Bay Seaton Heights*. Acorn Ecology Ltd.

Acorn Ecology 2013b Reptile Survey Report Lyme Bay Seaton Heights 16th-27th August 2013 Acorn Ecology Ltd

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## **7 Appendices**

1. Landscape Plan
2. Schedule of Maintenance
3. Bat Flight Corridor Integrity Check Method and Recording Sheet.



# Landscape Method Statement & Maintenance Plan (incl. Implementation) for Seaton Heights, East Devon

Ref	Landscape Element	Maintenance Task				
			Spring	Summer	Autumn	Winter
0	Implementation	A reputable, local company of landscape contractors should be appointed to carry out the build of this design. <i>BS4428 1989 and all other British Standards as appropriate.</i>				
1	Taskforce	It is recommended that a dedicated team of qualified and experienced gardeners should maintain these grounds. This team will comprise a Head Gardener and up to two under gardeners, depending on seasonal work requirements, whose specialist skills together cover the various areas of horticulture incorporated in this landscape, including tree surgery.				
		Grounds to be walked once a month in order to ascertain seasonal maintenance requirements. All new planting requires a regular watering regime to aid establishment. In addition, regular weed control and vigilance for pests and diseases shall be undertaken. P&D control shall be based on recognised organic and/or Integrated Pest Management (IPM) systems, as appropriate. Trees and plants which fail to establish are to be replaced in following planting season, and after investigation as to cause of failure. The following tasks should be undertaken regularly during each year unless otherwise stated.				
		Areas specific to bat activity to be maintained on a seasonal, 3-yearly rotation and as outlined by ecologist.				
1.1	Trees	<i>BS3998 1989 &amp; BS5837 2012 and all subsequent amendments</i>				
1.1.1	Planting	Plant in autumn or spring for best chance of survival. Clear the area where tree to be planted of grass and weeds, to reduce competition for moisture, nutrients and light. If planting in lawn, leave circular 90cm (3ft) band turf free as inhibits establishment and subsequent growth until tree is well established.				
		Planting hole to be large enough to accommodate root spread to full extent, if bare-root. Plant to nursery depth. Fork sides of planting hole to ensure roots can grow into surrounding soil. If soil poor or badly drained, hole to be larger, with some soil removed and replaced with composed organic matter and grit. Roots to be teased out on rootballed trees, cut away any sacking unless supplier specifies otherwise. Refill hole, firm soil to eliminates air pockets without compacting soil, ensuring soil level does not sink too much when watered.				
1.1.2	Stakes	Stakes must be anchored firmly into the soil. Check during growing season, loosen as necessary to avoid constricting growth and tie marks on stems. Can be removed in Yr 2 or 3, if tree stable.				
1.1.2.1	Container-grown and rootballed trees	Angled stake: Drive in after planting at a 45-degree angle, leaning into the prevailing wind.				
		Double stake: Insert two stakes opposite each other or equally spaced around the tree outside the rootball.				
1.1.2.1	Bare-root trees	Single low stake: Insert before the tree is planted and reach no more than one-third height of tree. Leave a gap of 2.5-3cm (1-1 1/4 in) between stem and stake. The stake should be inserted on the side of the prevailing wind so tree blows away from stake, preventing rubbing.				
1.1.3	Protection & replacement	Protect the stem from animals, ie rabbits and deer, by using tree guards. Guards to be checked in spring & autumn, replace or repair as necessary. Any failed trees shall be replaced in the following planting season. Investigate and remedy possible cause of failure.				

## Landscape Method Statement & Maintenance Plan (incl. Implementation) for Seaton Heights, East Devon

Ref	Landscape Element	Maintenance Task	Spring				Summer				Autumn				Winter			
1.1.4	Watering	All trees to be well watered after planting. In dry periods ensure the water reaches the full depth of the root system, a perforated pipe can be inserted into root system at time of planting, for ease of watering. Water well until established, usually up to three years.																
1.1.5	Feeding & Mulching	Feeding is not necessary in the first growing season. The first spring after planting feeding can begin. Mulch to a radius of 0.5m around stems, to a depth of 100mm. During winter months check for root heave and firm soil as necessary.																
1.1.6	Pruning	Prune according to species requirement. Remove dead, diseased or dying branches. Lift and thin crowns as appropriate. Formative pruning of young and semi-mature trees. Vigilance throughout year, remedial work as necessary.																
1.1.7	Thinning	Where multiple plantings have been made, thin out weakest of three in yrs 5 and 15 to ensure establishment of strongest specimen.																
2.1	Hedges																	
2.1.1	Planting	Bare root specimens best planted during winter (Nov-Mar), while plants are still dormant. Avoid planting in very cold or wet weather.																
		Prepare ground by digging over area 60-90cm (2-3ft) wide and one spit deep. Remove weeds. Include organic matter on light soil and improve drainage where necessary. Plant 5 per linear metre, staggered double row, 30cm apart or single row 15-25cm apart, site dependent.																
		Trim back damaged roots to healthy growth. Spread roots out thoroughly, ensuring the planting depth is correct, ie to nursery depth. Work soil between the roots, firm plants in, water and mulch well.																
2.1.2	Watering & Feeding	Ensure plants are well-watered for next two growing seasons. Top-dress annually with general-purpose fertiliser. During winter months check for root heave and firm soil as necessary.																
2.1.3	Weeding & Mulching	Keep the surrounding area weed free, re-apply mulch as required.																
2.1.4	Pruning	Trim hedges before March and after September to prevent disturbance to nesting birds. Plants bearing berries and nuts should be trimmed in winter to allow wildlife to benefit from fruit. Trimmings can be left as mulch to base, providing habitat for other wildlife.																
2.1.5	Protection	Erect a windbreak in exposed sites, on the windward side, until plants are well established.																
3.1	New Hedgebank	(Natural England TIN039 refers)																
3.1.1	Construction	Dropped bank, turf faced with option for stone facing up to approximately half height if required to stabilise structure. Turves to be cut obliquely, with a 250mm width and 300mm thickness, laid grass face outward in stretcher bond, setting each layer of turf 20-30mm back from previous layer to allow rainwater to run to root area.  Dig down to firm footing. Upon laying of each turf course, backfill using sub-soil for lower layers, with some clay and stone content and stone-free topsoil for upper layers. Ensure soil is moist and well-consolidated as layers build up. Degree of batter should be approx. 15-25 degrees on higher side and 65-75 degrees on lower side to ensure stability, as determined by site conditions. Ensure good contact between turves and soil content.																



## Landscape Method Statement & Maintenance Plan (incl. Implementation) for Seaton Heights, East Devon

Ref	Landscape Element	Maintenance Task				
			Spring	Summer	Autumn	Winter
3.1.2	Planting	Yew ( <i>Taxus baccata</i> ) or similar evergreen providing dense, compact screening to be planted 5-6 plants per metre in double staggered row with 300mm distance between rows. Protective guards, if considered necessary, to be removed in yr 3 if plant suitably established. Care to be taken when planting to prevent damage to hedgebank.				
3.1.3	Watering & Feeding	Due to well-drained nature of hedgebank, regular inspection for dryness and consequent watering will be essential to ensure establishment of both hedge and bank. Any loss to be replaced immediately with identical size plant. Top dressing is not required.				
3.1.4	Weeding & Mulching	After soil is sufficiently moistened, mulch matting can be applied to obstruct weed growth and retain moisture, preferably for first 3 years.				
3.1.5	Pruning	Hedge trimming to be undertaken in January/February, outside bird-nesting season. Bar cutter preferred over flail to limit damage. Aim to maintain and encourage a dense vegetation structure to provide cover for bat flight lines. A monthly inspection of the 'bat corridor' is advised and hedges trimmed as necessary to maintain minimum 2m gap for bat flight paths.				
		Bank face to be stinned at regular intervals to ensure grass does not exceed 50mm to prevent dieback of underlying grass.				
4.1.1	Shrubs	(including roses and climbers as & when appropriate)				
4.1.1	Planting	Plant bare-root in winter, container-grown throughout year. Planting hole to be large enough to accommodate roots spread to full extent, if bare-root. Plant to nursery depth. Fork sides of planting hole to ensure roots can grow into surrounding soil. If soil poor or badly drained, hole to be larger, with some soil removed and replaced with composted organic matter and grit. Roots to be teased out on rootballed trees, cut away any sacking unless supplier specifies otherwise. Refill hole, firm soil to eliminates air pockets without compacting soil, ensuring soil level does not sink too much when watered.				
4.1.2	Watering	Prior to planting either soak plant or water hole. Thereafter, keep moist in dry conditions throughout Yrs 1 and 2.				
4.1.3	Mulching	Mulch to a radius of 0.5m around stems, to a depth of 100mm. During winter months check for root heave and firm soil as necessary.				
4.1.4	Pruning	Initial pruning to trim back weak, straggly or damaged stems. Thereafter, prune spring and early summer flowering after all blooms have passed, others prune in spring. Climbers to be pruned according to species requirements for framework establishment and subsequent flower production.				
5.1	Perennials/grasses					
5.1.1	Planting	Ensure planting hole to correct depth, tease out roots, plant to same depth as in nursery container. At Yr 3, and 3 yearly thereafter, plants can be divided and moved during the autumn/early spring.				
5.1.2	Watering	Prior to planting either soak plant or water hole. Thereafter, keep moist in dry conditions throughout Yrs 1 and 2.				

## Landscape Method Statement & Maintenance Plan (incl. Implementation) for Seaton Heights, East Devon

Ref	Landscape Element	Maintenance Task	Season			
			Spring	Summer	Autumn	Winter
5.1.3	Pruning	Cut back flowered blooms throughout season to encourage fresh growth. In autumn cut back to ground level where appropriate, unless seedheads required for winter interest. Cutting back can be left until early spring giving protection to young shoots in severe winters. Also, delay cutting until early spring if lifting, dividing or replanting as dead foliage marks position and spread.				
5.1.4	Weeding & Mulching	Fork out weeds, apply a light mulch or feed in early spring. Mulch all bare earth with well-rotted manure to a depth of 100mm in autumn.				
5.1.5	Protection	Protect where necessary during adverse weather conditions, ie. staking in windy conditions, fleece covering or deeper mulch over crowns during severe frosts.				
6.1	Annuals & biennials					
6.1.1	Planting/sowing	Sowing of annuals and biennials can be made from March onward. Broadcast into desired areas. Thin or transplant overcrowded seedlings as required. Young plants can be placed directly into final positions.				
6.1.2	Pruning	Regularly deadhead to encourage fresh blooms during flowering season, removing and composting spent plants.				
7.1	Bedding					
7.1.1	Planting	If required, spring bedding to be planted out each October and removed each May, when summer bedding is to be planted. This is removed each October.				
7.1.2	Pruning	Regularly deadhead to encourage fresh blooms during flowering season, removing and replacing spent plants. Spent plants to be composted.				
8.1	Bulbs					
8.1.1	Planting	Plant spring flowering bulbs from September and summer flowering bulbs in mid-late spring. Plant additional bulbs where considered necessary during appropriate planting season. Sit bulb on a bed of grit if soil of poor drainage.				
8.1.2	Pruning	Cut back vegetation six weeks after flowering has finished. During following years thin overcrowded clumps to prevent deterioration.				
9.1	Grassed areas	BS3969:1998 and all subsequent amendments				
9.1.1	Turf					
9.1.1.1	Mowing	In spring, lightly rake to remove debris and moss. Aerate. Brush away worm casts prior to cutting. Do not mow during wet or frosty weather. Start at a high cut, mowing once a week before increasing the frequency and reducing the height. Summer cutting height 1-2.5cm (0.5-1in), mow weekly. Recut lawn edges using a half-moon edger. Cut against plank for straight edge.				
9.1.1.2	Spring Feeding	In late March or April to maintain vigour. Use a proprietary spring/summer lawn fertiliser at the manufacturer's recommended rates. If no rain falls after three days, water in.				

## Landscape Method Statement & Maintenance Plan (incl. Implementation) for Seaton Heights, East Devon

### Ref Landscape Element

#### 9.1.1.3 Summer Feeding

### Maintenance Task

If necessary during May - August, apply 15g per sq m (0.5oz per sq yd) sulphate of ammonia, mixed with four times its weight dry soil to aid distribution and avoid scorching. Apply in cool, moist conditions, lightly water in. Repeat after six to eight weeks if necessary. Do not fertilise after August as summer feeds high in nitrogen for autumn use.

Spring	Summer	Autumn	Winter

#### 9.1.1.4 Watering

Grass has good drought resistance. If prolonged drought results in brown sward and watering is considered absolutely necessary this should be done in evening to minimise evaporation loss. Steady sprinkling for 25-30 minutes once every seven days should be adequate for most lawns during drought (hosepipe bans permitting).

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#### 9.1.1.5 Maintenance

Overseed to improve composition/density of sward. Broadcast 10-15g of grass seed per sq m over the existing turf. Carry out in autumn. Spring-sown seed can, however, still establish well before summer. For bare patches sow at supplier's recommended rate (usually 20-25g per sq m). If the weather remains dry water gently (hosepipe bans permitting).

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### 9.1.2 Meadow

#### 9.1.2.1 Mowing – General

Mow in first year after sowing, cut to height of 5cm four times during the year. Initial mowings left in situ for a few days for seed to drop, then collect to reduce soil fertility. Use sickle-bar mower or two-wheel strimmer.

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#### 9.1.2.2 Mowing

From August, mowing to be undertaken in stages with the lushest areas cut first, leaving those which are standing well and still showing diversity. Arisings to be left 3-7 days (dependent on weather) to dry and allow seed to fall. Paths may be mown into meadow if considered practicable.

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#### 9.1.2.3 Weeding

Weed out by hand perennial weeds such as thistles and nettles. Dominant grasses can be controlled by sowing yellow rattle (*Rhianthus minor*) which is semi-parasitic on grasses. Sow August and keep grass mown until March.

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#### 9.1.2.4 Watering & Feeding

Additional watering and feeding not required.

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### 10.1 Ponds & wet-land areas

#### 10.1.1 Autumn

Cut back dead leaves and cut back the marginal plants to stop too much organic material collecting in the pond and then decaying in the water. Regularly removed fallen leaves. Flow filters can be reduced, and finally all equipment switched off and cleaned for re-installation in spring.

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#### 10.1.2 Winter

Some sludge can be removed from ponds to reduce nitrate build-up. Continue to remove decayed plant material and leaves, as necessary. Waterlilies can be transplanted at this time. All tender plants to be protected as appropriate.

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#### 9.1.3 Spring

All equipment unused during winter months to be checked, cleaned if not done in autumn, and repaired/replaced as necessary. Test water for any problems and treat as necessary. Divide overgrown clumps of plants and replant as appropriate.

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#### 10.1.4 Summer

During the rest of the year, vigilance and appropriate remedial action will need to be taken regarding water clarity, pH levels, algae and green water control, and general repairs.

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### 11.1 General

Landscape Method Statement & Maintenance Plan (incl. Implementation) for Seaton Heights, East Devon

Ref Landscape Element

11.1.1 Topsoil

Maintenance Task

All topsoil excavated during construction works will be stored on site for re-use. Imported topsoil, locally sourced, will match texture, humic content and pH of original (BS3882:2007 and all subsequent amendments). All topsoil to be stored at no more than 1 metre height and for no longer than 6 months and shall be covered to maintain weed-free condition.

Spring	Summer	Autumn	Winter

11.1.2 Nurseries

All plant material will be sourced firstly from suitable nurseries located in the West Country area, only looking further afield if necessary. BS3936, BS4428 & BS 4043 and all subsequent amendments apply

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11.1.3 Irrigation

A suitable irrigation system will be implemented. Where possible, harvested rainwater will be utilised. Appropriate horticultural techniques should be applied in order to establish a self-sustaining environment capable of supporting itself during periods of extreme weather conditions.

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11.1.4 Lighting

In public access areas, appropriate lighting will be provided. Refer to architects sustainability document.

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11.1.4 Waste

All plant debris and annual weeds will be composted on site and used as mulch and soil conditioner. Material unsuitable for composting will be removed from site by a commercial waste recycling contractor.

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11.1.5 Maintenance Contract

A regular team of qualified and experienced gardeners will maintain the soft landscaped areas, with specialists in tree and lawn care being appointed on a regular maintenance contract and for any remedial works.

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11.1.6 Risk Assessment & Control

To be carried out at appropriate times during implementation and maintenance of landscape design.

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12.1 REVIEW

12.1.1 Garden Content

After 5 years, review the establishment of all plantings. At this time, consideration to be given to the possibility of enhancing the planted areas with the inclusion of suitable ornamental plants and shrubs to supplement the initial planting scheme.

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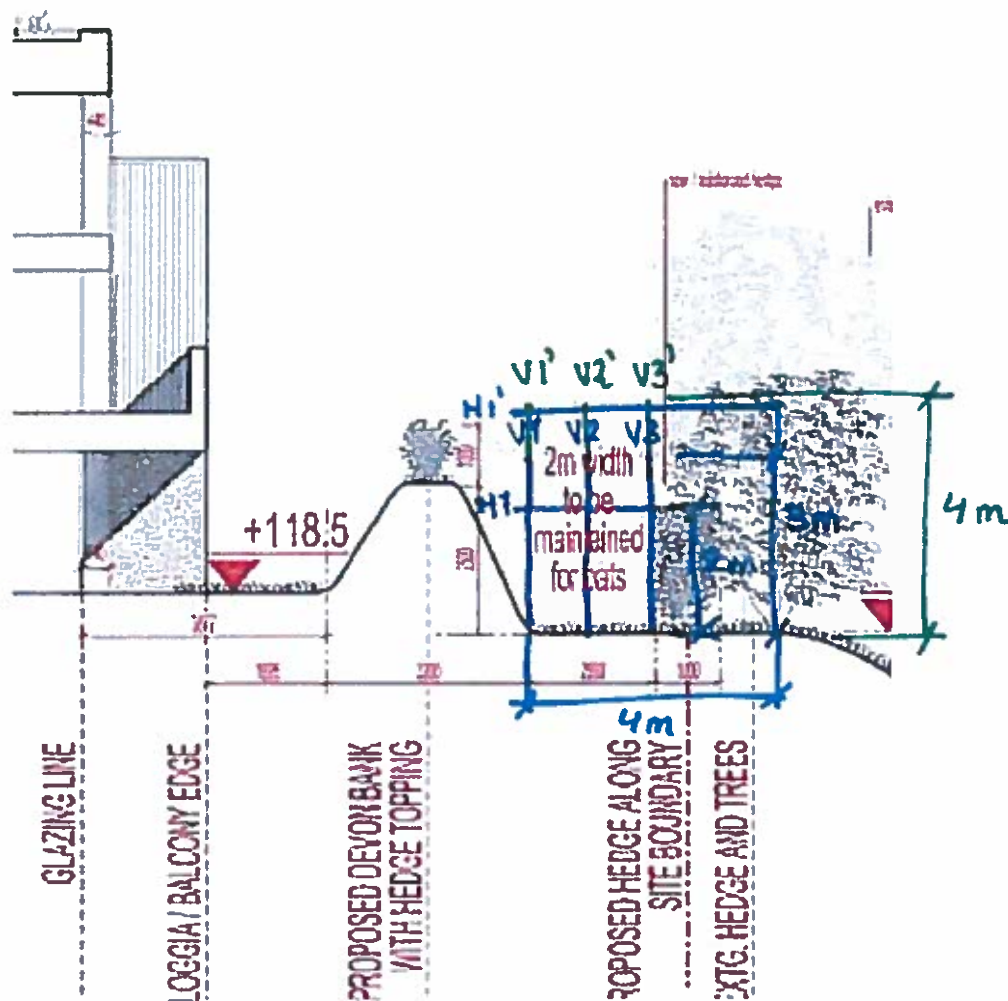
### Appendix 3.

#### Bat Flight Corridor Integrity Check Method and Recording Sheet.

At each house location the illumination levels shall be measured and recorded using an officially calibrated and certified light meter with a measurement scale of 0.01 to 20 Lux.

Measurement locations shall be as those indicated in Version 5 of the external lighting report and shall be taken at a central point in front of each house. If any point sources or additional light sources are identified the measurements will be taken directly in front of the source i.e. at the nearest point to the source.

Horizontal and vertical illumination measurements shall be taken at the intersection of H1' with V1', V2' and V3', the measurements shall also be repeated and the intersection of H1 with V1, V2 and V3.



EcoLogic Consultant Ecologists LLP  
2 Westhay Cottages  
Hawkchurch  
Axminster  
Devon, EX13 5XH

Measurements are to be taken with all lights within, alongside or fixed externally to each unit, turned on (at full strength if adjustable). All curtains blinds or other temporary features that may affect the strength of the illumination coming from the building are to be opened fully or removed.

All measurements results must be below 0.5 Lux. These measurements shall be compared to those recorded at the completion stage of the project to identify any change.

	Seaton Heights Bat Flight Corridor Integrity Monitoring 2015																	
	May						July						September					
Corridor Width min 2m																		
Corridor Height Unrestricted																		
Illumination <0.5 Lux @	Lux																	
	V 1'	V 2'	V 3'	V 1	V 2	V 3	V 1'	V 2'	V 3'	V 1	V 2	V 3	V 1'	V 2'	V 3'	V 1	V 2	V 3
House 1																		
House 2																		
House 3																		
House 4																		
House 5																		
House 6																		
House 7																		