

In the Royal Court of Jersey

Samedi Division

In the year two thousand and thirteen, the sixteenth day of July.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Minister for Planning and Environment, the Parish of St Helier, Westmount Developments (A) Limited, Westmount Developments (B) Limited, Westmount Developments (C) Limited, Westmount Developments (D) Limited, Barclays Private Clients International Limited and Dandara Jersey Limited in relation to Westmount Quarry (Former Parish Depot), Westmount Road, St Helier, be registered in the Public Registry of this Island.


Greffier Substitute

LOD

Reg. Pub.

L1315-534--



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

relating to the development of:

WESTMOUNT QUARRY (FORMER PARISH DEPOT), WESTMOUNT
ROAD, ST HELIER,

Dated : 16th JULY

2013

The Minister for Planning and Environment (1)

Parish of St Helier (2)

Westmount Developments (A) Limited (3)

Westmount Developments (B) Limited (4)

Westmount Developments (C) Limited (5)

Westmount Developments (D) Limited (6)

Barclays Private Clients International Limited (7)

Dandara Jersey Limited (8)

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DATE 16th JULY

2013

PARTIES

- (1) The Minister for Planning and Environment ("the Minister") of States Offices, South Hill, St. Helier, Jersey, JE2 4US
- (2) The Parish of St Helier ("the Parish") Town Hall PO Box 50 York Street St Helier Jersey JE4 8PA
- (3) Westmount Developments (A) Limited (Co. Reg. 107079) PO Box 207, 13-14 Esplanade, St Helier, JE1 1BD
- (4) Westmount Developments (B) Limited (Co. Reg. 107080) PO Box 207, 13-14 Esplanade, St Helier, JE1 1BD
- (5) Westmount Developments (C) Limited (Co. Reg. 107081) PO Box 207, 13-14 Esplanade, St Helier, JE1 1BD
- (6) Westmount Developments (D) Limited (Co. Reg. 107082) PO Box 207, 13-14 Esplanade, St Helier, JE1 1BD
- (7) Barclays Private Clients International Limited ("the Hypothecator") C/O Appleby 13-14 Esplanade, St Helier, JE1 1BD
- (8) Dandara Jersey Limited (Co. Reg. 59848) ("Dandara") 13-14 Esplanade, St Helier, JE1 1BD

RECITALS

- 1 The Minister is the Minister of the States charged with the administration of the Law by whom the obligations in this Agreement are enforceable in accordance with the provisions of the Law
- 2 The Parish warrants that it is the owner in perpetuity (à fin d'héritage) of the Site as follows:
 - (a) As part of the land acquired by a contract of purchase from Francois Godfray passed before the Royal Court on 3rd May 1865 registered at page 214 of book 234 in the Public Registry
 - (b) As to remainder of the land acquired by contract of purchase from George Fowler passed before the Royal court on 19th May 1888 registered at page 45 of book 248 in the Public Registry
 - (c) As to the remainder of the second corpus fundi acquired by contract of purchase from Percy Adrian Aubin passed before the Royal court on 20th April 1895 registered at page 244 of book 316 in the Public Registry
 - (d) As to the remainder of the land acquired by contract of purchase from Alice Pither (née Cory) passed before the Royal court on 24th August 1912 registered at page 19 of book 360 in the Public Registry
 - (e) As to the whole of the land acquired by contract of purchase from John Edwin Pinel passed before the Royal Court on 27th March 1920 registered at page 143 of book 378 in the Public Registry
- 3 The Leasehold Owners warrant that that they respectively are the leasehold owners of the Site by virtue of the Leases
- 4 The Hypothecator has an interest in the Site by virtue of a judicial hypothec (hypothèque judiciaire) dated 18th February, 2011

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- 5 The Application has been submitted by Dandara Jersey Limited ("Dandara") to the Minister for the Development
- 6 Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Minister is minded to grant planning permission for the Development subject to the completion of this Agreement that provision should be made for regulating or facilitating the development or use of the Site in the manner hereinafter appearing and without such the Minister would not be so minded.
- 7 The parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 8 Dandara is connected with the Leasehold Owners and agreed to join into this agreement for the purpose of guaranteeing the obligations of the Leasehold Owners
- 9 The parties acknowledge that this agreement is legally binding and have agreed to enter in to this agreement for the purposes of securing the planning obligations set out herein

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

- "Application" the application for planning permission submitted to the Minister for the Development validated on 11th December, 2012 and allocated reference number P/2012/1654
- "Commencement of the Superstructure" the date on which there are commenced the operations to form the Superstructure, such operations excluding for the avoidance of any doubt operations consisting of site clearance, demolition work, tree removal, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, rock stabilisation works and any works forming the construction of the basement forming part of the Development up to and including the formation of the basement ceiling slab.
- "Development" the development of the Site in accordance with the Planning Permit.
- "Dwelling Unit" a dwelling (including a house flat apartment or maisonette) to be constructed pursuant to the Planning Permit
- "Existing Planning Consent" means planning permission granted by the Minister under reference P/2008/1778
- "GST" means the goods and services tax under the Goods and Services Tax (Jersey) Law 2007
- "Index" All Items Index of Retail Prices for Jersey as issued by the Statistics Unit to the States of Jersey.

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"Interest"	interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time.
"Law"	the Planning and Building (Jersey) Law 2002
"Leasehold Owners"	Westmount Developments (A) Limited, Westmount Developments (B) Limited, Westmount Developments (C) Limited and Westmount Developments (D) Limited
"Leases"	the several leases respectively between the Parish (as landlord) and Westmount Developments (A) Limited, Westmount Developments (B) Limited, Westmount Developments (C) Limited and Westmount Developments (D) Limited passed before the Royal Court on 14 th January, 2011 in respect of the Site
"Occupation" and "Occupied"	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.
"Plan"	the plan at the First Schedule.
"Planning Permit"	the form of planning permission subject to conditions set out in the Fifth Schedule and references to the Planning Permit include where the context permits any variations to the said planning permission which may be agreed by the Minister from time to time.
"Site"	the land against which this Agreement may be enforced as shown hatched black on the Plan.
"Superstructure"	any part of the Development to be constructed upon the basement construction forming part of the Development.
"Transport Contribution"	means the sum of fifty thousand pounds (£50,000) indexed to be paid to the Treasurer of the States and expended by the Minister in accordance with this Agreement on improving pedestrian and bus user facilities on the walking routes from the Development to the central St Helier area and the main bus services at West Park/Inner Road or such transport initiatives as are reasonably appropriate in the circumstances arising from or as a consequence of or as are incidental to the Development.
"Treasurer of the States"	the person appointed as such for the time being in accordance with Part 5 of the Public Finances (Jersey) Law 2005

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.

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- 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 interchangeable 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 States 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 Minister 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 Leasehold Owners and the Parish under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Minister against the Leasehold Owners and the Parish and successors in title.

4 CONDITIONALITY

- 4.1 This Agreement is conditional upon being registered in the Royal Court as evidenced by an Act of the said Court save for the provisions of Clauses 8.1 14 and 17 (legal costs clause dispute resolution clause and jurisdiction clause) which shall come into effect immediately upon completion of this Agreement
- 4.2 The obligations in and provisions of this Agreement are conditional on the issue of the Planning Permit by the Minister.

5 COVENANTS

- 5.1 The Leasehold Owners covenant and agree with the Minister as set out in the Second Schedule to the intent that this Agreement shall be enforceable without limit of time against the Leasehold Owners and any person claiming or deriving title through or under the Leases of the Leasehold Owners to the Site or any part or parts thereof.
- 5.2 The Parish covenants and agrees with the Minister to the intent that this Agreement shall be enforceable without limit of time against the Parish and any person claiming or deriving title through or under the Parish to the Site or any part or parts thereof.
- 5.3 Subject to Clause 8.5, the Leasehold Owners and the Parish hereby surrender and relinquish without claiming any compensation all rights conferred by the Existing Planning Consent which said planning consent shall be deemed to be revoked by this Agreement.

6 ASSENT

The Parish acknowledges and declares that this Agreement has been entered into by the Leasehold Owners with its consent and that the Leasehold Owners' interest in the Site shall be bound by the obligations contained in this Agreement and that the Parish's interest in the Site that forms the demise of the Leasehold Owners' interest shall take effect subject to this Agreement

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PROVIDED THAT the Parish shall otherwise have no liability under this Agreement unless it takes possession in consequence of any rights or action on its part arising from or out of the Leases.

7 THE MINISTER'S COVENANTS AND PUBLIC REGISTRY OF CONTRACTS

- 7.1 The Minister covenants with the Leasehold Owners as set out in the Third Schedule.
- 7.2 The Minister shall as soon as practicable following the completion of this Agreement apply to the Royal Court for an order that this Agreement be registered in the Public Registry of Contracts.
- 7.3 The Minister agrees if so requested by the Leasehold Owners upon the full discharge by the Leasehold Owners of an obligation under this Agreement formally to acknowledge such discharge and to register in the Public Registry of Contracts evidence of such full discharge the whole without prejudice to all and any continuing obligations of the Leasehold Owners at that time still undischarged.

8 MISCELLANEOUS

- 8.1 The Leasehold Owners shall pay to the Minister on completion of this Agreement the reasonable legal costs of the Minister incurred in the negotiation, preparation and completion of this Agreement.
- 8.2 Where the agreement, approval, consent or expression of satisfaction is required from the Minister 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 Minister by the Director of Planning and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Director at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing
- 8.3 Any notices on any of the parties as the case may be shall be deemed to have been properly served if sent by ordinary post to and addressed to it at the address set out above or as otherwise notified for the purpose by notice in writing and that service on one party at that address shall also be deemed to be service on the other.
- 8.4 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.
- 8.5 This Agreement shall cease to have effect (insofar only as it has not already been complied with but including for the avoidance of doubt the provisions of this Agreement revoking the Existing Planning Consent) if the Planning Permit shall be quashed, revoked or otherwise withdrawn (without the consent of the Dandara) by any statutory procedure.
- 8.6 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.
- 8.7 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.
- 8.8 Except in so far as legally permitted by *équité* this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Minister and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the



Minister by any of the obligations or covenants in favour of the Minister under this Agreement are in addition to any of the Ministers' statutory powers under the Law

8.9 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 Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings as contained herein

8.10 All communications and notices served or made under this Agreement shall be in writing

9 WAIVER

No waiver (whether expressed or implied) by the Minister 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 Minister from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

The Leasehold Owners agree with the Minister to give the Minister immediate written notice of any transfer of any of their respective leasehold interests in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not).

11 INDEXATION

Any sum referred to in the Second Schedule shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

12 INTEREST

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment.

13 GST

13.1 All *cause* in money or monies worth given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof;

13.2 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

14. 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

15 HYPOTHECATOR'S CONSENT

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

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16 DANDARA'S COVENANT

Dandara hereby covenants with the Minister in the terms set out in the Fourth Schedule (Dandara hereby agreeing to waive any right pursuant to the *droit de discussion* which might arise)

17 JURISDICTION

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

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SECOND SCHEDULE**The Owners Covenants with the Minister**

The Leasehold Owners and in relation to paragraphs 5 and 6 below only the Parish covenant and agree and undertake:

- 1 at least one month prior to Occupation of the first Dwelling Unit the Leasehold Owners shall notify in writing the Minister of the intention to Occupy the Dwelling Unit and will provide the Minister with such information that the Minister reasonably requires to identify the relevant Dwelling Unit
- 2 not to Occupy the first Dwelling Unit such time as the Leasehold Owners has notified in writing the Minister of the intention to Occupy the Dwelling Unit in accordance with paragraph 1 above

Transport

- 3 to pay the Transport Contribution to the Treasurer of the States no later than Commencement of the Superstructure.
- 4 that Commencement of the Superstructure shall not occur unless and until such time as the as the Leasehold Owners have paid to the Treasurer of the States the Transport Contribution

Existing Permit

- 5 Not to take any action to further implement the Existing Planning Consent in all or any regard as it relates to the Site (including each and every part thereof)
- 6 Not to object to or seek or claim or take any action to obtain any compensation as a result of this Agreement, any deemed revocation or any future revocation order under the Law in respect of the Existing Planning Consent

THIRD SCHEDULE**MINISTER'S COVENANTS****Repayment of contributions**

- 1 The Minister hereby covenants with the Leasehold Owners to use all sums received by the Treasurer of the States from the Leasehold Owners under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other planning purposes arising from the Development as the Minister shall in his discretion consider to be reasonably appropriate in the circumstances.
- 2 The Minister covenants with the Leasehold Owners that he will procure or arrange that the Treasurer of the States will pay to the Leasehold Owners such amount of any payment made by the Leasehold Owners to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement within seven years of the date of receipt by the Treasurer of the States of such payment.

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FOURTH SCHEDULE
GUARANTOR PROVISIONS

1. **Guarantee**

1.1 Dandara **HEREBY** irrevocably **COVENANTS AND GUARANTEES** to the Minister the performance observance and compliance by the Leasehold Owners of each and every of the terms provisions conditions obligations undertakings and agreements on the part of the Leasehold Owners to be performed observed or carried out by the Leasehold Owners as contained or referred to in this Agreement (hereinafter called "the Obligations")

2. **Obligations**

2.1 If at any time any default is made by the Leasehold Owners in the performance of any of the Obligations Dandara will well and truly perform or cause to be so performed each and every one of the Obligations and/or will pay any sum or sums that may be payable in consequence of any default made by the Leasehold Owners in the performance of any of the Obligations and will indemnify the Minister on demand against all losses damages costs and expenses arising out of any default by the Leasehold Owners

3. **Liability as if Sole Principal Obligor**

3.1 As between Dandara and the Minister (but without affecting the Obligations) Dandara shall remain liable under this Agreement as if it were the sole principal obligor and not merely a guarantor

3.2 Dandara shall not be discharged nor shall its liability be affected by anything which would not discharge it or affect its liability if it were the sole principal obligor including but not limited to:-

3.2.1 any amendment modification waiver consent or variation express or implied to this Agreement or any related documentation

3.2.2 the granting of any extensions of time or forbearance forgiveness or indulgences in relation to time to the Leasehold Owners

3.2.3 the enforcement absence of enforcement or release of this Agreement or of any security right of action or other guarantee or indemnity

3.2.4 the dissolution amalgamation reconstruction reorganisation of the Owner or any other person

3.2.5 the illegality invalidity or unenforceability of or any defect in any provision of this Agreement or any of the Obligations

3.2.6 any indulgence or forbearance payment or concession to the Leasehold Owners

3.2.7 any compromise of any dispute with the Leasehold Owners

3.2.8 any failure of supervision to detect or prevent any fault of the Leasehold Owners

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FIFTH SCHEDULE
PLANNING PERMIT

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Department of the Environment
Planning and Building Services
South Hill
St Helier, Jersey, JE2 4US
Tel: +44 (0)1534 445508
Fax: +44 (0)1534 445528



Planning Application Number P/2012/1654

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

IMPORTANT NOTICE

This notice gives permission under Article 19 of the Planning and Building (Jersey) Law 2002, as amended. In accordance with Article 24(i) of the Law the grant of this permission enures (except insofar as the permission otherwise provides) 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.

The development stated below may also require Building consent under Article 34, for which a separate application will need to be made. If you are in any doubt as to whether building permission is required please telephone the Building Applications Team on 448407 who will be pleased to help.

The Minister for Planning and Environment, having considered your application hereby **GRANTS PERMISSION TO DEVELOP LAND¹** under Article 19 of the Planning and Building (Jersey) Law 2002.

Redevelopment of former parish depot and disused quarry to provide 242 residential apartments, plus ground floor artists studio and resident's gym, basement and ground level parking for 256 vehicles with associated plant and refuse areas. Alterations to existing vehicular entrance. Creation of new ground level public space to include improved access to cemetery, new landscaped residential amenity space, re-grading, stabilization and re-planting existing of existing quarry faces. (E/S Submitted).

To be carried out at:

Westmount Quarry (Former Parish Depot), Westmount Road, St. Helier, JE2 3LP.

PLEASE NOTE

This decision is purely permissive and in no way absolves 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 an applicant from the need to obtain the permission of the owner of the land to which a permission relates.

REASON FOR APPROVAL: Permission has been granted, subject to the conditions as specified and the completion of a Planning Obligation

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Chief Executive Of:



Dip TP, MRTPI

APPROVED



Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2012/1654

Agreement, having taken into account the relevant policies of the approved 2011 Jersey Island Plan, together with other relevant policies and all other material considerations, including the consultations and representations received. A small part of the application site is designated as Important Open Space in the Island Plan, but the Minister considered that this was an insubstantial departure from the Plan given the contribution the development would make towards meeting the Island's housing needs within the Built-Up Area.

The Minister considered the impacts on the amenities of the residents of Park Heights and concluded that the development did not cause serious harm. The Minister specifically noted the relationship of the basement access ramp to Park Heights, and requested a condition requiring the enhancement of the landscape to the north of Block D to improve the outlook from Park Heights and reduce any perception of harm to amenities.

In particular the Minister considered that the revocation / withdrawal of the extant permission granted under P/2008/1778 was a significant material consideration, in that the current application performed significantly better against a range of planning policy requirements, including in relation to the townscape and landscape impacts, the relationship with neighbours and the amenities of prospective occupiers.

Subject to compliance with the following conditions and approved plan(s):

Standard Condition

- A. If the development hereby permitted has not commenced within five years of the decision date, this permission shall cease to be valid.

Reason: The Minister for Planning & Environment reserves the right to reconsider this proposal consequent on any future change of circumstances or policy.

Condition(s):

- 1. Prior to the commencement of development a Phasing Plan shall be submitted to and agreed in writing by the Minister for Planning and Environment

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2012/1654

to demonstrate the phasing of the development works.

2. Prior to the commencement of the development hereby permitted, details shall be submitted to and approved by the Minister for Planning and Environment, implemented and thereafter maintained, of a Skills and Training Plan, to support the development and training needs of Island residents. The Methodology for the Skills and Training Plan shall first have been agreed with the Minister for Planning and Environment.
3. Prior to the commencement of the development of the above-basement superstructure for any of the Blocks, written confirmation that the refuse storage and collection arrangements have been agreed to the satisfaction of the Parish of St Helier, including a refuse separation and recycling strategy, is to be submitted to the Minister for Planning and Environment, to be thereafter implemented in full prior to first occupation and maintained in perpetuity thereafter.
4. Notwithstanding the information on the submitted plans, prior to the commencement of the development of the above-basement superstructure for any of the Blocks, details of the proposed surface water drainage shall be submitted to and approved in writing by the Minister for Planning and Environment, in consultation with TTS Drainage, to be thereafter implemented in full prior to first occupation and maintained in perpetuity thereafter. The Drainage Philosophy included in Appendix B is not approved by this permission as the works are outside the application site and not within the ownership of the applicant, and if the options to be progressed then a separate planning application will be required.
5. Prior to the commencement of development a Demolition / Construction Environmental Management Plan shall be submitted to and agreed in writing by the Minister for Planning and Environment which shall thereafter be implemented in full until the completion of the development. The Plan shall include an implementation programme of mitigation measures to minimise any adverse effects of the proposal, and shall include:
 - A. A demonstration of best practice in relation to noise and vibration control; and control of dust and emissions;
 - B. Details of a publicised complaints procedure, including office hours and out-of-hours contact numbers;
 - C. Specified hours of working (to include that work resulting in noise being heard outside the application boundary occurs only between 8am and 6pm

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Chief Executive Officer:

TP, MRTPI



APPROVED



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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2012/1654

Monday to Friday, and 8am to 1pm on Saturdays, with no noisy working outside these times, and no noisy work on Bank or Public Holidays).

- D. Details of any proposed crushing / sorting of waste material on site;
- E. Details of the proposed management of traffic and pedestrians (to include for vehicle wheel washing)
- F. Measures taken to detect and manage any asbestos.

6. Unless otherwise agreed in writing by the Minister for Planning and Environment, any externally audible plant or equipment must comply with a noise rating (NR) of NR 40 daytime and NR 30 night time, measured 1 metre from the facade of the nearest affected residential unit. All equipment must be acoustically mounted to prevent vibration and structure borne noise transmission to adjacent premises.

7. Unless otherwise agreed in writing by the Minister for Planning and Environment, all external lighting must be erected and directed in accordance with the Institution of Lighting Engineers Guidance Notes for the Reduction of Light Pollution 1994 (revised) as applicable to an area of medium district brightness.

8. Prior to the commencement of development an Ecological Report shall be submitted to and approved in writing by the Minister for Planning and Environment. The methodology for the Report shall first have been agreed in writing by the Minister for Planning and Environment, and shall include survey for amphibians and reptiles, mammals, bats and birds, to include consideration of habitat and potential mitigation works. The recommendations of the Report shall be implemented in full prior to first occupation and maintained in perpetuity thereafter.

9. Notwithstanding the submitted information, prior to the commencement of the development of the above-basement superstructure for any of the Blocks, a scheme setting out the allocation of the car parking spaces and cycle storage spaces to individual apartments shall be submitted to and approved in writing by the Minister for Planning and Environment, to be implemented in full prior to first occupation and maintained in perpetuity thereafter. For the avoidance of doubt, there shall be no car parking by commuters or non-residents other than persons visiting residents. Car parking shall not to be sub-let or reassigned to non-residents of the development.

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10. Unless otherwise agreed in writing by the Minister for Planning and Environment, prior to the commencement of development, revised drawings showing the alignment of the new site entrance at 90 degrees to Westmount Road, and enhanced pedestrian routes from Blocks C and D shall be submitted to and approved in writing by the Minister for Planning and Environment, the approved works are to be implemented in full prior to first occupation and maintained in perpetuity thereafter.

11. Prior to first occupation of the development hereby permitted the visibility lines must be provided in accordance with the approved drawings. Everything within the visibility sight lines, including gates, walls, railings and plant growth is to be permanently restricted in height to 900mm above road level.

12. Prior to the commencement of development a contaminated land Discovery Strategy shall be submitted to and approved in writing by the Minister for Planning and Environment to provide a methodology for: dealing with potential contamination during piling (specifically at points TP9, TP5 and TP11a); the potential for ordinance and the removal of the underground fuel tanks.

13. Prior to the commencement of development the levels of potential contaminants in the ground shall be investigated and any risks to human health or the wider environment assessed and mitigated, to the satisfaction of and in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated Land.

14. Prior to the commencement of development site-specific Acceptance Criteria for imported materials shall be submitted to and agreed in writing with the Minister for Planning and Environment. All imported material (including that already on site) shall be verified against the agreed Acceptance Criteria with auditable records maintained to identify the source of the material and verify its clean, uncontaminated and inert nature.

15. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister for Planning and Environment, a scheme of hard and soft landscaping, to include the roofs. The landscape scheme shall provide details of the following;

- i) the position of all new trees and/or shrubs, this must include the species of plant(s)/tree(s) to be planted, their size, number and spacing and the means to be used to support and protect them;

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Planning Application Number P/2012/1654

- ii) other landscape treatments to be carried out or features to be created, for example, hard surfacing treatments, or means of enclosure;
- iii) the arrangements to be made for the maintenance of the landscaped areas.

16. All planting and other operations comprised in the landscape scheme hereby approved shall be completed prior to first occupation of any element of the development.

17. A Percentage for Art contribution must be delivered in accordance with the Percentage for Art Statement submitted to and approved by the Minister for Planning and Environment. The approved work of art must be installed prior to the first use/occupation of any part of the development hereby approved.

18. Notwithstanding the indications on the approved plans, prior to the commencement of the development of the above-basement superstructure for any of the Blocks, full details (including samples) of all external materials to be used to construct the development shall be submitted to and approved in writing by the Minister for Planning and Environment to be thereafter implemented prior to first occupation and maintained in perpetuity. For the avoidance of doubt, the details will need to include the underside of the balconies to Block B and the remodelling of the roadside wall adjacent to Block A.

19. Notwithstanding the submitted information, prior to the commencement of development a scheme shall be submitted to and approved in writing by the Minister for Planning and Environment to clarify the extent, nature and programme of works necessary to undertake the slope stabilisation works, to be thereafter implemented and maintained. Advance details of any preliminary works necessary to finalise the slope stabilisation works are also to be submitted to and approved in writing by the Minister for Planning and Environment.

20. Prior to the commencement of the development of the above-basement superstructure for any of the Blocks, a scheme for the provision of non-terrestrial television to the whole of the development shall be submitted to and approved in writing by the Minister for Planning and Environment, to be thereafter implement in full prior to first occupation.

21. Prior to the commencement of the development of the above-basement superstructure for any of the Blocks, a scheme for the provision of electric car

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Chief Executive O

Dip TP, MRTPI





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charging points shall be submitted to and approved in writing by the Minister for Planning and Environment, to be thereafter implement in full prior to first occupation.

22. Prior to the commencement of development of the above basement superstructure a package of environmental enhancements shall be submitted to and approved in writing by the Minister for Planning and Environment, to be thereafter implemented prior to first occupation and retained in perpetuity. The package shall include: the use of solar powered lighting for external areas; smart meters for water and electricity consumption visible within the kitchens of every residential unit; in-sink food waste disposal units to produce communally collected compostable food waste; rainwater harvesting for the irrigation and watering of landscaped areas; and, separated communal waste collection facilities, to include food compost, glass and cardboard.

23. Prior to the demolition of the roadside Lodge building a scheme of architectural salvage shall be submitted to and approved in writing by the Minister for Planning and Environment, to be thereafter implemented prior to first occupation and retained in perpetuity. The scheme shall include for the reuse of the dressed granite and the mosaic threshold, plus any interior features of the roadside Lodge.

24. Prior to the removal of the roadside wall to Westmount Road, details of the replacement provision shall be submitted to and approved in writing by the Minister for Planning and Environment, to be thereafter implemented prior to first occupation and retained in perpetuity. The scheme shall include for the retention or reuse of the existing roadside railings, and the reinstatement of the granite wall.

25. Prior to the commencement of development of the above basement superstructure, details of an enhanced soft landscaping scheme for the area to the north of Block D shall be submitted to and approved in writing by the Minister for Planning and Environment, to be thereafter implemented prior to first occupation and retained in perpetuity. The landscape scheme shall include for pergola structures and acoustic fencing to the access to the basement car park, and pergolas over the surface car parking, with suitable soft landscape planting.

26. Prior to the commencement of development hereby permitted, a report setting out the arrangements for the management of the landscaped areas shall

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Chief Executive Officer

TP, MRTPI



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be submitted to and approved by the Minister for Planning and Environment, to include that any trees or plant(s) planted in accordance with the approved landscape scheme, which within a period of five years from the planting taking place; die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season, unless the Minister for Planning and Environment gives written consent for a variation of the scheme.

Reason(s):

1. In the interests of securing the proper planning of infrastructure in accordance with Policy GD1 of the Jersey Island Plan 2011
2. In the interests of promoting sustainable patterns of development and supporting economic growth and diversification, and in accord with Policy GD1 and SP5 of the Jersey Island Plan 2011.
3. In the interests of providing adequate service infrastructure in accordance with Policy GD1 of the Jersey Island Plan 2011.
4. In the interests of providing adequate drainage arrangements, in accordance with Policy GD1 of the Jersey Island Plan 2011.
5. In the interests of protecting the amenities of the area generally and to accord with Policy GD1 of the Jersey Island Plan 2011.
6. In the interests of the amenities of the area and in accordance with the requirements of Policy GD1 of the Jersey Island Plan 2011.
7. In the interests of the amenities of the area and in accordance with the requirements of Policy GD1 of the Jersey Island Plan 2011.
8. In the interests of biodiversity and ecology, in accordance with Policies SP4, NE1, NE2 and NE3 of the Jersey Island Plan 2011
9. For the avoidance of doubt and to ensure adequate car parking in accordance with Policy GD1 of the Jersey Island Plan 2011.
10. In the interests of delivering suitable vehicle and pedestrian infrastructure, in accordance with Policy GD1 of the Jersey Island Plan 2011.
11. In the interests of delivering suitable vehicle and infrastructure, in

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accordance with Policy GD1 of the Jersey Island Plan 2011.

12. For the avoidance of doubt and to ensure compliance with Policies GD1 and GD6 of the Jersey Island Plan 2011.

13. For the avoidance of doubt and to ensure compliance with Policies GD1 and GD6 of the Jersey Island Plan 2011.

14. For the avoidance of doubt and to ensure compliance with Policies GD1 and GD6 of the Jersey Island Plan 2011.

15. To ensure that before development proceeds provision is made for a landscaping regime that will enhance the appearance of the development and to ensure a high quality of design in accordance with Policies SP7 and GD7 of the Jersey Island Plan 2011.

16. To ensure the benefits of the landscape scheme are not delayed, in the interests of the amenities of the area and to ensure a high quality of design in accordance with Policies SP7 and GD7 of the Jersey Island Plan 2011.

17. In accord with the provisions of Policy GD8 of the Jersey Island Plan 2011

18. To ensure a high quality of design and in accordance with Policies SP7 and GD7 of the Jersey Island Plan 2011.

19. For the avoidance of doubt and to ensure the preservation and protection of the Green Backdrop Zone in accordance with Policy BE3 of the Jersey Island Plan 2011.

20. To ensure a high quality of design and in accordance with Policies SP7 and GD7 of the Jersey Island Plan 2011.

21. In the interests of providing adequate service infrastructure in accordance with Policy GD1 of the Jersey Island Plan 2011.

22. In the interests of sustainable development, the reduction of waste and the delivery of adequate environmental infrastructure, in accordance with Policies SP2, GD1, NR2, NR7 and , WM1 of the Jersey Island Plan 2011.

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- 23. In the interests of sustainable development and to deliver a high design quality in accordance with Policy GD1 of the Jersey Island Plan 2011.
- 24. In the interests of sustainable development and to deliver a high design quality in accordance with Policy GD1 of the Jersey Island Plan 2011.
- 25. In the interests of sustainable development and to deliver a high design quality in accordance with Policy GD1 of the Jersey Island Plan 2011.
- 26. To mitigate against the potential failure of trees and plants, and the extent to which that might threaten the success of the approved landscape scheme and in accordance with the requirements of Policies SP7 and GD7 of the Jersey Island Plan 2011.

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 2569-001 P6
- Existing Site Plan 2529-005 P4
- Proposed Site Plan 2529-006 P4
- Proposed Site Key Plan 2529-008 P4
- Proposed Site Plan Basement Level -1 2529-009 P17
- Proposed Site Plan Level 0 2529-010 P9
- Proposed Site Plan Level 1 2529-011 P10
- Proposed Site Plan Level 2 2529-012 P9
- Proposed Site Plan Level 3 2529-013 P9
- Proposed Site Plan Level 4 2529-014 P9
- Proposed Site Plan Level 5 2529-015 P9
- Proposed Site Plan Level 6 2529-016 P9
- Proposed Site Plan Level 7 2529-017 P9
- Proposed Site Plan Level 8 2529-018 P9
- Proposed Site Plan Level 9 2529-019 P9
- Proposed Site Plan Level 10 2529-020 P8
- Proposed Amenity Roof Plan 2529-901 P6
- Proposed Sections Block A & B 2529-024 P7
- Proposed Section Block C & D 2529-025 P7
- Proposed Elevations Block A 2529-030 P11
- Proposed Elevations Block B 2529-031 P12

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- Proposed Elevations Block C 2529-031 P11
- Proposed Elevations Block D 2529-033 P12
- Proposed Composite South Elevation 2529-034 P1
- Proposed Composite Cemetery Elevation 2529-035 P1
- Proposed Detailed Elevations Block B South Elevation 2529-038 P4
- Proposed Detailed Elevations Block B West Elevation 2529-039 P4
- Proposed Detailed Sections South Elevation 1 of 3 2529-40 P2
- Proposed Detailed Sections South Elevation 2 of 3 2529-41 P2
- Proposed Detailed Sections South Elevation 3 of 3 2529-42 P2
- Proposed Detailed Sections West Elevation 1 of 3 2529-43 P2
- Proposed Detailed Sections West Elevation 2 of 3 2529-44 P2
- Proposed Detailed Sections West Elevation 3 of 3 2529-45 P2
- Proposed Entrance Visibility Splay 2529-046 P3
- Proposed Landscape Site Plan 2529-900 P9
- Computer Perspective View 2529-910 P1
- Crime Impact Statement 5/12/12
- Design Statement Dec 2012
- Supplementary Environmental Statement and Technical Summary Dec 2012
- Environmental Statement Main Report

If written representations were made on this application this permission shall not have effect for a period of 28 days from the date of this notice, in order to allow for the lodging of any 'third party' appeal against the decision under Article 114 of the Law of the Planning and Building (Jersey) Law 2002.

If during this period a person appeals in accordance with Article 114 of the Law, the decision shall not have effect until either the appeal is withdrawn or is determined. When any such appeal is determined the decision shall have effect, if at all, in accordance with that determination.

Signed for Director

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PI

APPROVED

Signed on
by
in the pres
this 11th day of July 2013

PETER LE GEESEY
JOHN NICHOLSON

Signed on behalf of the Parish of St Heller

by
in the
this 19th day of June 2013

A. S. CROWLROFT
A. PEMBERTON

Signed on behalf of
by
in the presence

HART

this 12th day of June 2013

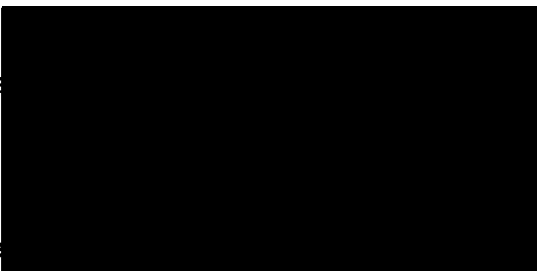
Signed on
by
in the pres

HART

this 12th day of June 2013



Signed on behalf



by

in the presence

WALT

this 12th day of June 2013

Signed on behalf of V

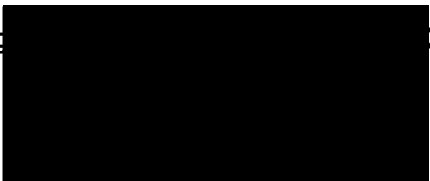


by

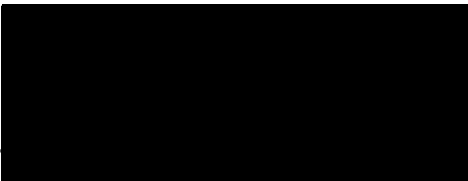
in the presence of ..

this 12th day of June 2013

Sig Clients International Limited



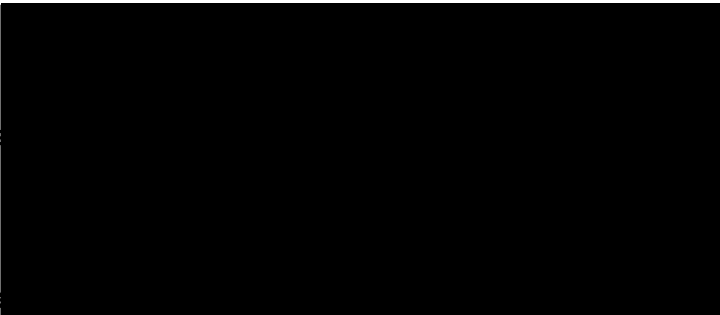
by



in the presence of

this 26th day of June 2013

Signed on behalf



by

in the presence

this 12th day of June 2013

