

In the Royal Court of Jersey

Samedi Division

In the year two thousand and nine, the sixteenth day of October.

Before the Judicial Greffier.

Upon the application of Her Majesty's Solicitor General, IT IS ORDERED that the Planning Obligation Agreement between the Minister for Planning and Environment and Graeme Harold Harris in relation to La Bonne Aubaine Nurseries, La Rue des Côtils, St Helier and Mont à l'Abbé Nurseries, La Grande Route de Mont à l'Abbé, St Helier, be registered in the Public Registry of this Island.



Greffier Substitute

LOD

PR ✓

L1256-181-



DATE 16th October 2009

PARTIES

- (1) The Minister for Planning and Environment of States Offices, South Hill, St. Helier, Jersey, JE2 4US ("the Minister"); and
- (2) Graeme Harold Harris ("the Owner")

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 Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) the Bonne Aubaine Site, and, the Mont A L'Abbé Site, by virtue of those matters referred to in the First Schedule
- 3 The Owner has submitted to the Minister the Mont A L'Abbé Application, for the demolition of a dwelling and the Bonne Aubaine Application for the construction of dwellings. Glasshouses at both sites are to be removed by virtue of the Planning and Building (General Development) (Jersey) Order 2008, Schedule 1, Part 4, Class A(f).
- 4 While the proposals involve the removal of glasshouses from both sites, the Bonne Aubaine Site is not within the built-up area and therefore the application to construct dwellings is not consistent with all parts of the exceptional circumstances criteria of Policy C 20 of the Island Plan 2002
- 5 The Owner has offered a planning obligation such that the Owner will ensure that the environmental benefits of the restoration of the Mont A L'Abbé Site can be delivered through the development of the Bonne Aubaine Site
- 6 The Minister is minded to approve two well detailed, traditional dwelling units on the Bonne Aubaine Site, one being on the basis of a replacement dwelling for the unit that will be removed from the Mont à l'Abbé Site as part of the Restoration Development and one unit in order to facilitate and enable the removal of the glasshouses from the Bonne Aubaine Site and the Mont A L'Abbé Site. On that basis the Minister is of the view that the Application involves an insubstantial departure from the Island Plan 2002
- 7 The parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 8 Having regard to the purposes of the Law the Island Plan 2002 and all other material considerations the Minister has granted planning permission for the Mont A L'Abbe Application and has approved the La Bonne Aubaine Application subject to the Owner entering into this Agreement to make provision for regulating the Mont A L'Abbe Development and the La Bonne Aubaine Development respectively and securing the matters hereinafter referred without which the Minister would not be so minded and which the Owner has agreed to do upon the terms set out herein.

L1256-182--



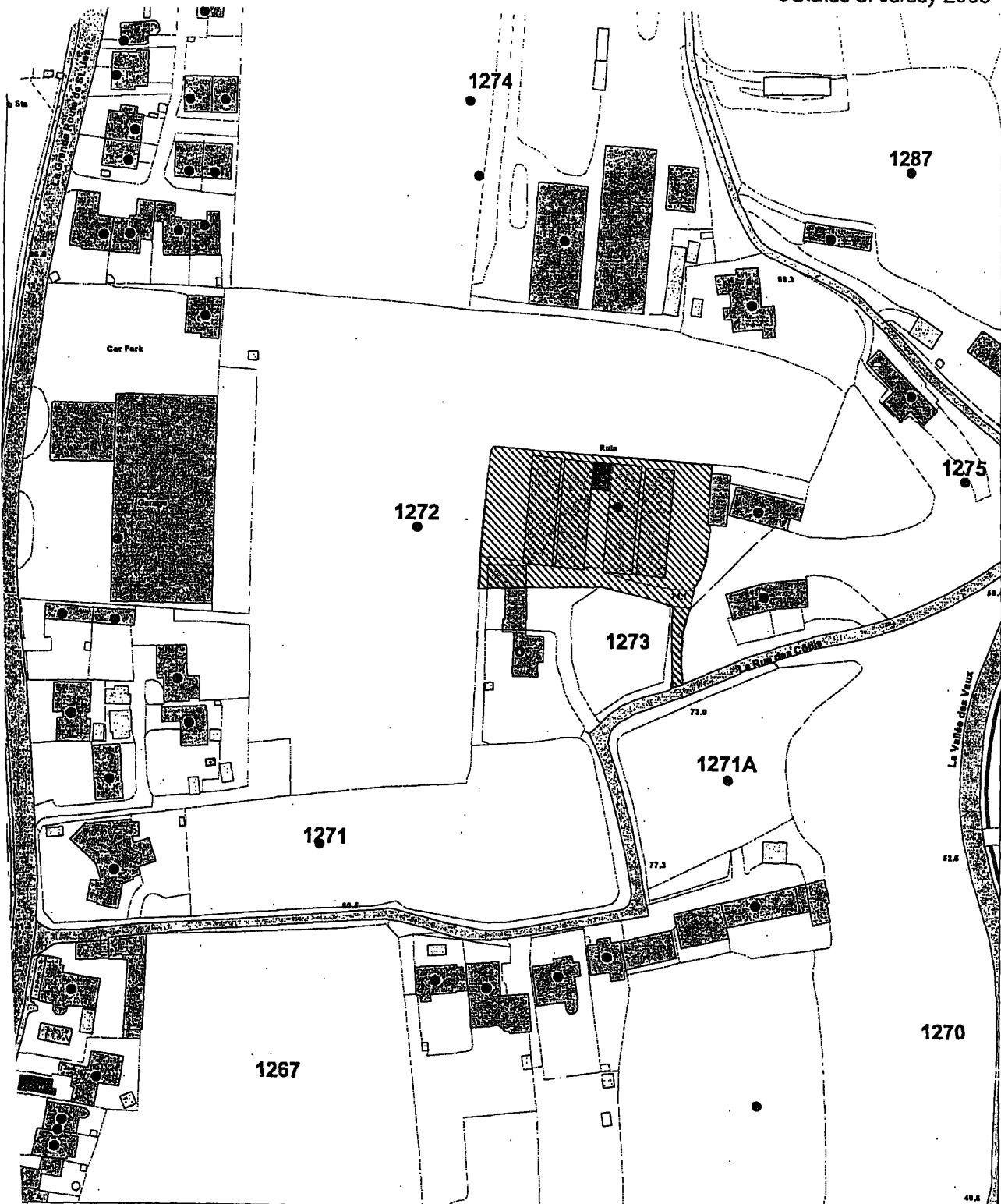
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Land Sybret



Licence Number 23

©States of Jersey 2008



Sonne Aubaine SNe
Rue Des Cotils
HELIER
3FJ
18352

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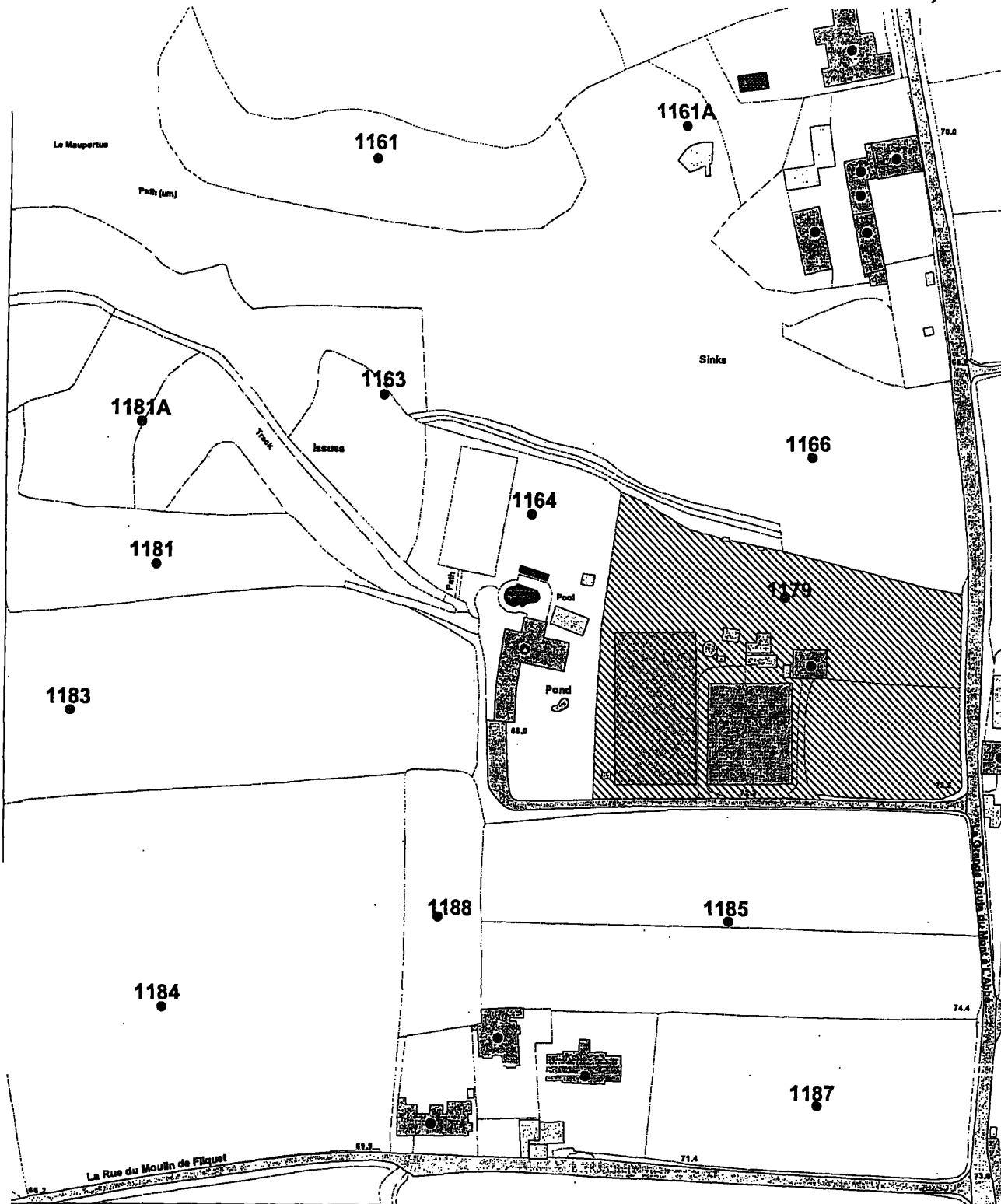


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Licence Number 23

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Mont A L'Abbe Site
 a Grande Route De Mont A L'Abbe
 ST. HELIER
 E2 3HW
 9110196

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L1256-184-



The Owner acknowledges that this Agreement is legally binding.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

"Implement"	the date on which any use or operation forming part of the development begins to be carried out including 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
"Dwelling Unit"	a dwelling (including a house flat or maisonette) forming part of the Bonne Aubaine Development to be constructed pursuant to the Bonne Aubaine Permit
"GST"	means the goods and services tax under the Goods and Services Tax (Jersey) Law 2007
"Law"	the Planning and Building (Jersey) Law 2002
"Bonne Aubaine Application"	the application for planning permission submitted to the Minister for the Bonne Aubaine Development validated on 22 January 2008 and allocated reference number PP/2008/0120.
"Bonne Aubaine Development"	the redevelopment Bonne Aubaine Nurseries, La Rue Des Cotils, St Helier as set out in the Bonne Aubaine Application (subject to any amendments made by the Owner or accepted or required by the Minister)
"Bonne Aubaine Site Permit"	the planning permission subject to conditions to be granted by the Minister pursuant to the Bonne Aubaine Application as set out in the Second Schedule,
"Mont A L'Abbe Application"	the application for planning permission submitted to the Minister for the Mont a L'Abbe Development validated on 14 January 2008 and allocated reference number reference P/2008/0067
"Mont A L'Abbe Development"	the demolition of the house and glasshouses at Mont a L'Abbe Nurseries, La Grande Route de Mont A

	L'Abbe, St Helier (subject to any amendments made by the Owner or accepted or required by the Minister)
"Mont A L'Abbe Site Permit"	the planning permission subject to conditions granted by the Minister pursuant to the Mont A L'Abbe Application as set out in the Second Schedule
"Occupation" and "Occupied"	occupation for the purposes permitted by the Planning Permits but not including occupation by personnel engaged in construction, fitting out or decoration.
"Bonne Aubaine Site"	the land against which this Agreement may be enforced as shown hatched black on the Plan
"Mont A L'Abbe Site"	the land against which this Agreement may be enforced as shown hatched black on the Plan
"Plan"	the plan or plans attached to this Agreement
"the Planning Permits"	the Mont A L'Abbe Site Permit and the Bonne Aubaine Site Permit

2 CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed 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.

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- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Minister against the Owner.

4 **CONDITIONALITY**

This Agreement is conditional upon:

- 4.1 being registered in the Royal Court as evidenced by an Act of the said Court; and
- 4.2 the grant of the Planning Permits

save for the provisions of Clauses 7.1 and 14 (legal costs clause and jurisdiction clause) which shall come into effect immediately upon completion of this Agreement.

5 **THE OWNER'S COVENANTS**

The Owner undertakes covenants and agrees with the Minister that (unless otherwise expressly agreed in writing by the Minister pursuant to and referring to this Agreement) he will observe and perform and comply with all of the covenants restrictions limitations and obligations as set out in the Third Schedule to the intent that this Agreement shall be enforceable without limit of time against the Owner and any person claiming or deriving title through or under the Owner to the Mont A L'Abbe Site or the Bonne Aubaine Site respectively any part or parts thereof of each of those sites.

6 **PUBLIC REGISTRY OF CONTRACTS**

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

7 **MISCELLANEOUS**

- 7.1 The Owner 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.
- 7.2 Where the agreement, approval, consent or expression of satisfaction is required by the Owner 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 Building Services 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.
- 7.3 Any notices on the Owner 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.
- 7.4 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

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shall not affect the validity or enforceability of the remaining provisions of this Agreement.

7.5 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if either or both of the Planning Permits shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) by any statutory procedure or expires prior to Implementation.

7.6 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 Mont A L'Abbe Site or the Bonne Aubaine Site respectively but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

7.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the 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 by the Owner in favour of the Minister under this Agreement are in addition to any of the Ministers' statutory powers under the Law.

7.8 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 on the part of the Owner as contained herein.

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

8 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.

9 CHANGE IN OWNERSHIP

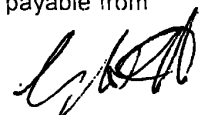
The Owner agrees with the Minister to give the Minister immediate written notice of any change in ownership of any of its interests in the Mont A L'Abbe Site or the Bonne Aubaine Site respectively occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Mont A L'Abbe Site or the Bonne Aubaine Site respectively purchased by reference to a plan.

10 INDEXATION

Any sum referred to in the Third 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.

11 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



12 GST

All sums given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable

13. 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

14 JURISDICTION

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

IN WITNESS whereof the parties have hereunto signed this Planning Obligation Agreement in duplicate in the presence of the undersigned witnesses.

^{PP}
SIGNED by the Minister for Planning & Environment
in the presence of



SIGNED by Graeme Harold Harris
in the presence of



FIRST SCHEDULE

(Description of the Owner's Sites)

Bonne Aubaine Site

... certain derelict greenhouses, outbuilding, land, avenue and appurtenances known as "Bonne Aubaine Nurseries" with the party ownership without offset to the boundary stones of the east and south-east towards the property known as "Chalmers", the property ownership without offset of the wall of the east towards the property known as "Shooters Lodge" belonging to the Owner and the party ownership of the wall and of the wooden fence of the south towards the property known as "Bonne Aubaine" also belonging to the Owner THE WHOLE having the UPRN 69205990 joining partly by the east and by the south-east to the property known as "Chalmers" belonging to Jonathan William Kellett and Sharon Lorraine Kellett née Gledhill, by the north-east by the north-west and by the remainder of the east to the property known as "Shooters Lodge" belonging to the owner, by the north and partly by the west to Field No 1972 belonging to Enid Amy Gautier née Gray, partly by the south and by the remainder of the west to the property known as "Bonne Aubaine" belonging to the owner and bordering on the remainder of the south of the public road called "La Rue des Côtifs"; and to which the Owner has right by contract of purchase dated the 29th March 1974 from Jean Stenou.

Mont à l'Abbé Site

... a certain parcel of land called "Le Clos du Ménage ou de la Chasse" with the greenhouses constructed on part thereof: ITEM a certain bungalow and appurtenances constructed on the centre of the said parcel of land: THE WHOLE measuring with the hedges or banks and reliefs on the north and east and the bank and thorn hedge of the south towards a roadway and the joint ownership without relief of a boundary stone and gate pillar on the west 4 verges 31 perches 6 pieds or thereabouts THE WHOLE having the UPRNs 69206196 and 69110162 joining on the north or thereabouts to the land belonging to John Francis Le Quesne, by the west to the property called "Mont à l'Abbé Farm" belonging to Anthony Shaun Le Moignard and Paula Kim Le Moignard née de la Haye by the south on the said private roadway belonging to Mr and Mrs Le Moignard and on the east of the main road called "La Grande Route du Mont à l'Abbé"; and to which property the Owner has right by contract of purchase dated the 12th November 1976 from Mont à l'Abbé Farm Limited.

L1256-190-



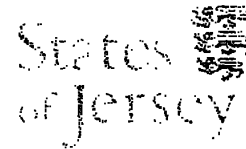
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SECOND SCHEDULE
(Planning Permits)

L1256-191-



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



Mr G Harris
 La Rue des Cotils
 St. Helier

Planning Application Number PP/2008/0120

Outline Permission

PLANNING AND BUILDING (JERSEY) LAW 2002 ARTICLE 19

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

Demolish existing glasshouse. Construct 4 No. new dwellings. AMENDED DESCRIPTION: Demolish existing glass house and construct 2 new dwellings.

To be carried out at:

La Bonne Aubaine Nurseries, La Rue des Cotils, St. Helier.

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

In accordance with plan(s) accompanying the said application, subject to compliance with the following conditions and approved plan(s):

Standard Conditions

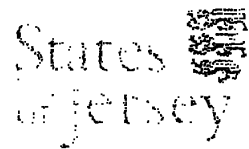
- A. If the development hereby permitted has not commenced within five years of the decision date, this permission shall cease to be valid.
Reason: The Minister for Planning and Environment reserves the right to reconsider this proposal consequent on any future change of circumstances or policy.
- B. Application for the approval of Reserved Matters, as detailed in condition C, shall be made before the expiration of three years from the date of this

CAUTION
 This decision is purely
 advisory and does not
 overrule, nor does it
 constitute a guarantee,
 warranty or other
 statement of fact or
 opinion and it does not
 constitute a contract
 with any private property
 owner or occupier
 of the land to which it
 applies.

L1256-192-



(P2; PP/2008/0120; Page 1)
 obtaining, nor does it
 constitute a contract
 with any private property
 owner or occupier
 of the land to which it
 applies.



Outline Permission

Planning Application Number PP/2008/0120

decision.

Reason: To accord with Article 19(4) of the Planning and Building (Jersey) Law 2002.

- C. Approval of the details of the siting, design and external appearance of the buildings, means of access thereto and landscaping of the site – hereinafter called the Reserved Matters – shall be obtained by application to the Minister for Planning and Environment prior to any development commencing.
- Reason:** To accord with Article 19(4) of the Planning and Building (Jersey) Law 2002.

Condition(s)

1. The reserved matters shall include the following information for the prior approval of the Minister for Planning and Environment:

- The detailed design of the new development;
- The means of enclosure of the site;
- The means of access for disabled people,
- The number of units which shall not exceed 2no.

2. Before any development first commences on site, a Planning Obligation shall be completed to ensure that the glasshouses and bungalow at Mont a L'Abbe Nurseries, La Grande Route de Mont a L'Abbe, St. Helier (and subject to Planning Permit P/2008/0067) are removed in their entirety before development first commences on site and if the Planning Obligation Agreement is not completed within 3 months of the date of this decision, then the planning permission shall cease to have effect.

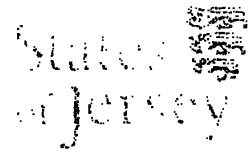
3. Before any development first commences on site, the existing glasshouses, bungalow and all other buildings on the site at Mont a L'Abbe Nurseries, La Grande Route de Mont a L'Abbe, St. Helier shall be removed in their entirety and the land subject to the proposed site arrangement/land form condition on Planning Permit P/2008/0067.

CAUTION:
This decision is put in force and cannot be overruled, nor does it affect the rights of any private property of the land to which it applies.

L1256-193-



(P2; PP/2008/0120; Page 2)
This decision is put in force and cannot be overruled, nor does it affect the rights of any private property of the land to which it applies.



Outline Permission

Planning Application Number PP/2008/0120

4. Before any development first commences on site, a landscaping scheme shall be submitted to and approved in writing by the Planning and Environment Department. The approved scheme (which shall include the planting mixes outlined in the consultation response received from The States Ecologist dated 12.2.08), shall be undertaken within the first available planting season and any trees or plants which die, are removed or become seriously diseased within a period of five years from the date the planting first takes place, shall be replaced in the next planting season with others of a similar size and species.

5. Before any development first commences on site, sample details of all the proposed materials to be used in the construction of the new development (to include window and door details), shall be submitted to and approved in writing by the Planning and Environment Department. The approved scheme shall be implemented in full and maintained as such.

6. Notwithstanding the provisions of the Planning and Building (General Development) (Jersey) Order 2007 (or any order revoking and re-enacting that order with or without modification), the following development shall not be undertaken without express planning permission first being obtained from the Planning and Environment Department:

- extensions to the dwellings
- free standing buildings within the curtilages of the dwellings
- alterations or additions to the roofs
- erection of a porch
- hard surfacing
- container for the storage of oil
- satellite antenna
- fences, gates or walls
- any windows or dormer windows

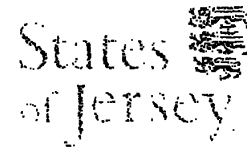
7. Before any proposed development first commences on site, proposed details of the proposed existing and proposed site levels (to include the finished floor levels of the proposed dwellings and the finished floor levels of the immediately adjoining

CAUTION
This decision is put
on notice, and may be
overruled, any other
decision made by the
Planning and Environment
Department in respect
of any private property
of the land to which

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(P2; PP/2008/0120; Page 3)
This permission does not
constitute an offer of
land, nor does it
constitute an offer of
the permission of the owner



Outline Permission

Planning Application Number PP/2008/0120

dwelling) shall be submitted to and approved in writing by the Planning and Environment Department. The approved scheme shall be implemented in full and shall be retained and maintained as such.

8. No development shall take place until precise details of the means of access, including the layout, construction and sightlines have been submitted to and approved in writing by the Planning and Environment Department. The approved details shall be fully implemented before the dwellings hereby approved are first occupied.

9. Before any development first commences on site, precise details of the proposed refuse storage and disposal shall be submitted to and approved in writing by the Planning and Environment Department. The approved scheme shall be implemented before the dwellings hereby approved are first occupied and shall be retained and maintained as such.

10. Before any development first commences on site, precise details of the proposed foul drainage and surface water drainage has been submitted to and approved in writing by the Planning and Environment Department. The approved scheme shall be implemented in full and shall be retained and maintained as such.

Reason(s)

1. To ensure that the development is of an appropriate standard in accordance with the requirements of Policy G3 of the Adopted Island Plan 2002.

2. To ensure that the glasshouses and bungalow are removed from the site in accordance with planning permission P/2008/0067, the requirements of Policy G2 of the Adopted Island Plan 2002 and Article 23 (4) of the Planning and Building (Jersey) Law 2002 (As Amended).

3. For the avoidance of doubt and in accordance with the requirements of Policy G2 of the Adopted Island Plan 2002 and Article 23 (4) of the Planning and Building (Jersey) Law 2002 (As Amended).

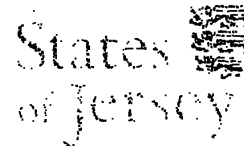
4. To safeguard the character and appearance of the area in accordance with

CAUTION
This decision is purely
advisory and does not
overrule, any other
permission or
any private property
rights of the land to which it
relates.

L1256-195-



(P2; PP/2008/0120; Page 4)
obtaining, nor does it
it does not overrule
the permission of the owner



Outline Permission

Planning Application Number PP/2008/0120

the requirements of Policy G3 of the Adopted Island Plan 2002.

5. To safeguard the character and appearance of the area in accordance with the requirements of Policy G3 of the Adopted Island Plan 2002.

6. To safeguard the character and appearance of the area and in accordance with the requirements of Policy G3 of the Adopted Island Plan 2002.

7. To safeguard the character and appearance of the area and the immediately adjoining properties in accordance with the requirements of Policy G3 of the Adopted Island Plan 2002.

8. To safeguard the character and appearance of the area and in accordance with the requirements of Policy G3 of the Adopted Island Plan 2002.

9. To safeguard the character and appearance of the area and in accordance with the requirements of Policy G3 of the Adopted Island Plan 2002.

10. To ensure satisfactory drainage arrangements and to avoid flooding in accordance with the requirements of Policy G3 of the Adopted Island Plan 2002.

FOR YOUR INFORMATION:

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

A: Location Plan

F: Photographs

H: Waste Management Plan

¹ CAUTION

This decision is put
overrule, any other
any private property
of the land to which

L1256-196-



(P2: PP/2008/0120; Page 5)
n obtaining, nor does it
. it does not overrule
he permission of the owner

State
of Jersey

Outline Permission

Planning Application Number PP/2008/0120

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.

16/12/2008

Signed *Christopher E. Jones*

for Director

CAUTION
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of the land to whic

L1256-197-



(P2; PP/2008/0120; Page 6)
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the permission of the owner

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

States 
 of Jersey

Mr G Harris
 Rue des Cotils
 St Helier

Planning Application Number P/2008/0067

Planning Permit

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

Demolish bungalow.

To be carried out at:

Mont a L'Abbe Nurseries, La Grande Route de Mont A L'Abbe, St. Helier.

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

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

¹ CAUTION
 This decision is purely administrative and does not overrule any other private property rights of the land to which a

L1256-198-



(P1: P/2008/0067; Page 1)
 This permission is granted on the basis of information obtained from the applicant and does not constitute an approval of the accuracy of the information provided. It does not overrule any permission of the owner.

APPROVED

Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2008/0067

circumstances or policy.

Condition(s):

1. The development shall be carried out strictly in accordance with the deposited plans and drawings.
2. Before any development first commences on site, precise details of the proposed completed site arrangements/land forms following demolition of all the structures shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented in full.
3. Before any demolition works first commence on site, a method statement for the proposed demolition works of all buildings on site shall be submitted to and approved in writing by the Planning and Environment Department. The approved scheme shall be implemented in full and shall be retained and maintained as such.

Reason(s):

1. For the avoidance of doubt and in accordance with the requirements of Policy G3 of the Adopted Island Plan 2002.
2. To safeguard the character and appearance of the area and in accordance with the requirements of Policy G3 of the Adopted Island Plan 2002.
3. To safeguard the character and appearance of the area and in accordance with the requirements of Policy G3 of the Adopted Island Plan 2002.

FOR YOUR INFORMATION:

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

- A: Location Plan
- B: Site Plan
- C: Photographs

CAUTION

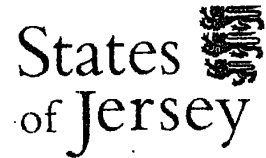
This decision is pur
overrule, any other
private property right
of the land to which

L1256-199-



(P1: P/2008/0067; Page 2)
from obtaining, nor does it
ion, it does not overrule any
ie permission of the owner

APPROVED



Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2008/0067

D: Waste Management Plan

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.

16/12/2008 Signed *Christopher E. Jones* for Director

APPROVED

CAUTION

This decision is put
overrule, any other
private property rig,
of the land to which

L1256-200-



(P1; P/2008/0067; Page 3)
from obtaining, nor does it
tion, it does not overrule any
he permission of the owner

Third Schedule

The Owner's Covenants with the Minister

The Owner covenants and agrees and undertakes:

Enabling Development

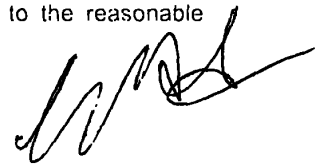
- 1 Not to Implement the Bonne Aubaine Site Permit until such time until such time as the Owner has
 - a. has commenced demolition the house at the Mont A L'Abbe, and
 - b. proved to the reasonable satisfaction of the Minister which he shall signify in writing that he has entered into irrevocable commitment or commitments to for the restoration of the Mont A L'Abbe Site.
- 2 Prior to Implementation the Owner shall provide without unreasonable delay to the Minister such evidence, as the Minister shall reasonably require in order to confirm the expenditure or commitment of the sums paid by or committed to be paid by the Owner for the restoration of the Mont A L'Abbe Site

Restoration Scheme

- 3 The Mont A L'Abbe Site shall be restored in accordance with the scheme approved by the Minister under the Mont A L'Abbe Development
- 4 The works for the restoration of the Mont A L'Abbe Site after demolition of the glasshouses and dwelling thereon shall be in accordance with a scheme submitted to the Minister and approved in writing by the Minister
- 5 Not to Implement the Bonne Aubaine Site Permit until the scheme referred to in the above paragraph has been submitted to and approved in writing by the Minister
- 6 Not to Implement the Bonne Aubaine Site Permit until such time the Mont à l'Abbé restoration has commenced to the reasonable satisfaction of the Minister
- 7 To give not less than 7 days written notice to the Minister of the Owner's intention to implement the Mont A L'Abbe Site Permit
- 8 To give not less than 7 days written notice to the Minister of the Owner's intention to implement the Bonne Aubaine Site Permit
- 9 To complete the Mont A L'Abbe Development to the satisfaction of the Minister not later than four months following the date that the Owner has notified the Minister as to the Owner's intention to implement the Mont A L'Abbe Site Permit

Occupancy

- 10 No Dwelling Unit on the Bonne Aubaine Site is to be alienated or Occupied until such time as the Mont A L'Abbe Development has been completed to the reasonable satisfaction of the Minister



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