

In the Royal Court of Jersey

Samedi Division

In the year two thousand and sixteen, the ninth day of February.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment, Philip Francis Cyril Ozouf and Lloyds Bank International Limited in relation to Highstead, La Rue du Tapon, St. Saviour, be registered in the Public Registry of this Island.


Greffier Substitute

LOD

Reg. Pub.

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

relating to the development of Highstead, La Rue du Tapon, St Saviour

Dated 5th February 2016

The Chief Officer for Planning and Environment (1)

Philip Francis Cyril Ozouf (2)

Lloyds Bank International Limited (3)

DATE

2016

PARTIES

- (1) The Chief Officer for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the **Chief Officer**")
- (2) Philip Francis Cyril Ozouf, of Highstead, La Rue du Tapon, St Saviour JE2 7UZ ("the **Owner**")
- (3) Lloyds Bank International Limited, of PO Box 160 25 New Street St Helier Jersey JE4 8RG ("the **Hypothecator**")

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) as to the Site.
- 2 The Hypothecator has an interest in the Site by virtue of a judicial hypothec (*hypothèque judiciaire*) registered in the Public Registry of Jersey on 24th August, 2007 under the Hypothecator's former name of Lloyds TSB Offshore Limited, which judicial hypothec was re-registered on 11th December 2015 in the name of Lloyds Bank International Limited (the Hypothecator having changed its name on 23rd September 2013 and registered in the Public Registry on 24th September 2013).
- 3 The Owner submitted an application (accorded the reference P/2015/0249) for planning permission for the Development.
- 4 Pursuant to Article 9(5)(b) of the Law the Chief Officer referred the application for the Development to the Planning Applications Committee for determination by that Committee.
- 5 Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Planning Applications Committee at its meeting on 23rd July, 2015 resolved to approve the grant of planning permission for the Development subject to the prior completion of this Agreement.
- 6 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 7 The parties acknowledge that this Agreement is legally binding.

- 8 This Agreement shall be construed so as to give effect to the purpose and intention of the Law.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

"Agreement"	this agreement including the recitals, schedules and appendices hereto
"Chief Officer"	the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States responsible for planning and building in accordance with Article 1 of the Law
"Commencement"	the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out and "Commence" and "Commencement" shall be construed accordingly
"Development"	the development of the Site in accordance with the Planning Permit and described as "Demolish outbuildings, pigsties and 3 No. one bedroom staff units. Construct 2 No. three bedroom dwellings. Demolish existing lean-to structures to the Farm House and the Coach House and construct extensions to form 2 No. three bedroom dwellings. Refurbishment of Highstead House. Convert existing barns to 2 No. three bedroom dwellings, 1 No. four bedroom dwelling, 7 No. two

		bedroom flats and 4 No. one bedroom flats. Demolish glass house and modern agriculture shed. Construct 1 No. three bedroom dwelling, bin store and bike store to North West corner of site. Create new vehicular access onto Rue du Tapon. AMENDED PLANS RECEIVED: Deletion of Plot 6 and relocation of bike and bin stores. AMENDED DESCRIPTION: Deletion of 1no. apartment unit. FURTHER AMENDED PLANS RECEIVED"
"Cycleway Contribution"		means the sum of seventeen thousand pounds (£17,000) Sterling to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure for the purposes of the Eastern Cycle Route
"Index"		the all Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey
"Interest"		interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time
"Junction Splay Works"		<p>all works (as illustrated on the submitted drawing no. 1051-PR119) necessary for the formation of a 2 x 40m visibility splays in both easterly and westerly directions at the junction of La Rue Du Tapon with Princes Tower Road such works to include:</p> <ul style="list-style-type: none"> a. The removal of 2 no. existing trees to the boundary of Princes Tower Road with Field 541 to form the westerly visibility splay; and b. the removal of an area of 7.5m in length of hawthorn hedge and the lowering of the existing bank to

		Princes Tower Road with Field 542 to below 900mm in height the costs and expenses of which are not anticipated to exceed £7,000
"Law"		the Planning and Building (Jersey) Law 2002
"Minister for Infrastructure"		the Minister for Infrastructure, including his or her successor and any person or body to whom the functions of the Minister for Infrastructure may be transferred hereafter or lawfully delegated from time to time
"Occupation" "Occupy" 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, but excluding for the avoidance of doubt the occupation of the main house forming part of the Site and known as Highstead House
"Plan"		the plan contained in the Second Schedule to this agreement
"Planning Permit"		the planning permission for the Development (reference P/2015/0249) a copy of which is attached in the Third Schedule
"Royal Court"		the Royal Court of the Island of Jersey

"Site"	Highstead, La Rue du Tapon, St Saviour, identified by a thick black edging and hatched black on the Plan upon which the Development is to be carried out
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2 CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to a law of the 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 Chief Officer the successors to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

3 LEGAL BASIS

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

4 CONDITIONALITY

This Agreement is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development

save for the provisions of Clauses 9, 12, 15 and Paragraph 1 of the Fourth Schedule which shall come into effect immediately upon the date which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

5 OWNER COVENANTS

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

6 PUBLIC REGISTRY OF CONTRACTS

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

7 MISCELLANEOUS

- 7.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the Director - Development Control of Planning and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.
- 7.2 Any notices on the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the

address referred to above or as otherwise notified for the purpose by notice in writing.

- 7.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 7.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the Commencement of the Development.
- 7.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 7.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Chief Officer and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Chief Officer by any of the obligations or covenants by the Owner in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 7.8 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 7.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.

7.10 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.

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

8 WAIVER

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

9 CHANGE IN OWNERSHIP

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

10 INDEXATION

Any sum referred to in the Fourth Schedule shall be increased by an amount equivalent to the increase in the Index from the date on which this Agreement is registered in the Public Registry of Contracts 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 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.

13 GOODS AND SERVICES TAX

13.1 All *cause* 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 HYPOTHECATORS CONSENTS

The Hypothecator acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the 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 title to the Site in which case it too will be bound by the obligations as a person deriving title from the Owner.

15 JURISDICTION

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

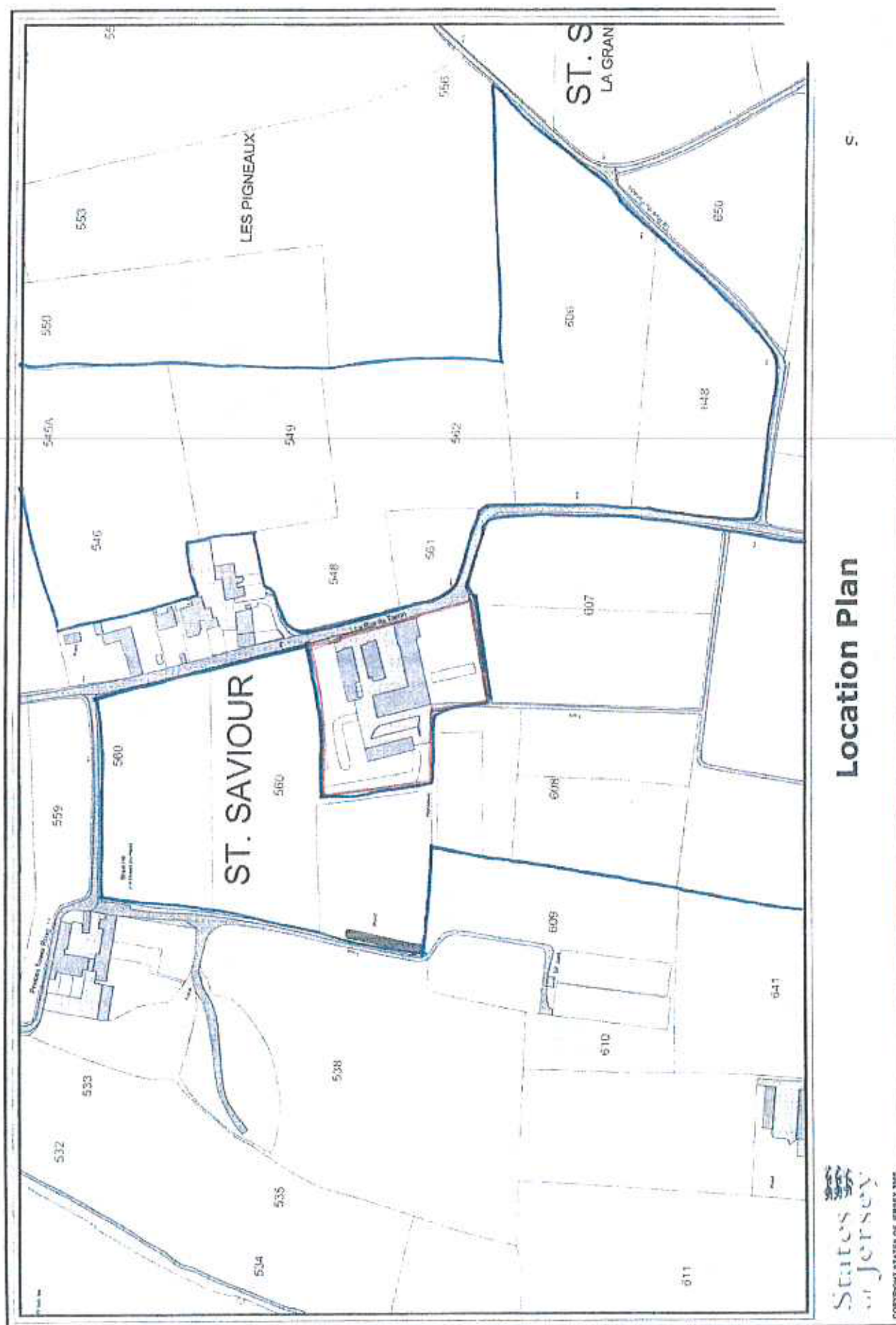
FIRST SCHEDULE**Details of the Owners' Title, and description of the Site**

The site known as Highstead, La Rue du Tapon, St Saviour, Jersey, to which the Owner has title pursuant to the Will of Immovable Property of Philip Francis Ozouf, which Will was registered in the Public Registry on 26th August 2008.

The Site is shown for the purposes of identification on the Plan.

SECOND SCHEDULE

The Plan



THIRD SCHEDULE

The Planning Permit

**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



Castletree Group
Suite 2, Fox House
Rue des Pres
St Saviour
Jersey JE1 3UP

Planning Application Number P/2015/0249

Dear Sirs

Application Address:	Highstead, La Rue du Tapon, St. Saviour, JE2 7UZ.
Description of Work:	-Demolish outbuildings, pigsties and 3 No. one bedroom staff units. Construct 2 No. three bedroom dwellings. Demolish existing lean-to structures to the Farm House and the Coach House and construct extensions to form 2 No. three bedroom dwellings. Refurbishment of Highstead House. Convert existing barns to 2 No. three bedroom dwellings, 1 No. four bedroom dwelling, 7 No. two bedroom flats and 4 No. one bedroom flats. Demolish glass house and modern agriculture shed. Construct 1 No. three bedroom dwelling, bin store and bike store to North West corner of site. Create new vehicular access onto Rue du Tapon. AMENDED PLANS RECEIVED: Deletion of Plot 6 and relocation of bike and bin stores. AMENDED DESCRIPTION: Deletion of 1no. apartment unit. FURTHER AMENDED PLANS RECEIVED.

Please find enclosed the decision notice for the above application.

The approved plans and any conditions attached to the decision are important and should be complied with. If there is any variation from the approved plans or the conditions please notify us immediately.

Failure to comply with the approved plans or conditions may result in enforcement action.

If you are unhappy with a condition attached to this permission, you may request a review or make an appeal. How to do this is set out in Supplementary Planning Guidance Practice Note No. 3 available online at www.gov.je

Yours faithfully

C. E. JONES
Senior Planning Officer
01534 448464
c.jones2@gov.je

Department of the Environment
Planning and Building Services
South Hill
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Tel: +44 (0)1534 445508
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Planning Application Number P/2015/0249

DRAFT Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

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

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

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

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

In respect of the following development:

Demolish outbuildings, pigsties and 3 No. one bedroom staff units. Construct 2 No. three bedroom dwellings. Demolish existing lean-to structures to the Farm House and the Coach House and construct extensions to form 2 No. three bedroom dwellings. Refurbishment of Highstead House. Convert existing barns to 2 No. three bedroom dwellings, 1 No. four bedroom dwelling, 7 No. two bedroom flats and 4 No. one bedroom flats. Demolish glass house and modern agriculture shed. Construct 1 No. three bedroom dwelling, bin store and bike store to North West corner of site. Create new vehicular access onto Rue du Tapon. AMENDED PLANS RECEIVED: Deletion of Plot 6 and relocation of bike and bin stores. AMENDED DESCRIPTION: Deletion of 1no. apartment unit. FURTHER AMENDED PLANS RECEIVED.

To be carried out at:

Highstead, La Rue du Tapon, St. Saviour, JE2 7UZ.

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should be aware that the site has been identified as having the possible presence of protected wildlife species. It is the responsibility of the applicant to inform all site workers of the possibility of protected species on site and the implications under the Conservation of Wildlife (Jersey) Law (2000) and you are advised that it is your duty under the Law to stop work and notify

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Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2015/0249

the Department of Environment on +44 (0) 1534 441600 immediately should any species be found.

The proposed development is considered to be acceptable having due regard all of the material considerations raised. In particular, the development has been assessed against Policies NE 7; HE 1 and E 1 of the 2011 Island Plan (Revised 2014), in which existing employment land and buildings can be converted to non-employment uses provided that the redundancy of that employment use is proven; the development gives rise to demonstrable environmental gains; reduced intensity of occupation and use; improved design and appearance and a suitable viable alternative use for a traditional farm building. In this case, the proposed residential conversion and new residential development is regarded as acceptable because, the existing barns are no longer viable as employment uses and a viable alternative use is available, demonstrable environmental gains can be accrued by the removal of existing shed and other structures on site, the new residential development will be of high quality traditional design and additional landscaping will be provided. In addition, the character and setting of the existing listed buildings will be retained.

In addition, the representations raised to the scheme on the grounds of a) suburban encroachment into rural area and impact on character as a consequence; b) significant increase in car and foot traffic and resultant reduction in road safety and c) an increase in noise from traffic and humans have been assessed. However, it is considered that the proposal accords with the terms of Policy GD 1 of the 2011 Island Plan (Revised 2014), in that it does not have an unreasonable impact on the amenities of local residents or the area in general.

This application has been the subject of a Planning Obligation Agreement.

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

- A. The development shall commence within five years of the decision date.
Reason: The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.
- B. The development hereby approved shall be carried out entirely in accordance with the plans, drawings, written details and documents which form part of this permission.
Reason: To ensure that the development is carried out and completed in accordance with the details approved.

Condition(s):

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2015/0249

1. Prior to their first use on site, samples of all external materials to be used (including any hard landscaping materials) shall be submitted to and approved in writing by the Department of the Environment. The approved materials shall be implemented in full and thereafter retained and maintained as such.
2. Prior to their first use on site, drawings to a scale of no less than 1:20 shall be submitted to and approved in writing by the Department of the Environment for the following details: window and door joinery to include roof light details; rainwater goods and flues and vents (to include external finishes details). No part of the development hereby approved shall be occupied until the details are implemented in full and thereafter retained and maintained as such.
3. Prior to commencement of the development hereby approved, a scheme of landscaping shall be submitted to and approved in writing by the Department of the Environment. The scheme of landscaping shall provide details of the following; i) all existing trees, hedgerows and other plants, walls, fences and other features which it is proposed to retain on the site; ii) 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; iii) other landscape treatments to be carried out including any excavation works, surfacing treatments, or means of enclosure; iv) the measures to be taken to protect existing trees and shrubs; v) the presence of any invasive plant species on site, and if present, a detailed method statement for the removal and long-term management/ eradication of the species; and, vi) A landscape management plan for the maintenance of the landscaped areas. Once agreed, the approved scheme shall be implemented in full and thereafter retained and maintained as such.
4. Before any development first commences on site, details of proposed electric car charging point locations shall be submitted to and approved in writing by the Department of the Environment. No part of the development shall be occupied until the electric car charging facilities have been wholly constructed in accordance with the approved details. The facilities shall thereafter be retained solely for the use of occupants of the development and maintained as such.
5. No part of the development hereby approved shall be occupied until the cycle parking facilities as indicated on the approved plan have been wholly constructed in accordance with the approved plans. The facilities shall thereafter be retained solely for the use of occupants of the development and maintained as such.
6. Waste management shall be implemented in full accordance with the approved Waste Management Strategy. Any variations shall be agreed to in writing by the Department of the Environment prior to the commencement of

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2015/0249

such work.

7. No part of the development hereby approved shall be occupied until the levels of potential contaminants in the ground have been investigated, any risks to human health or the wider environment assessed and mitigation measures proposed in a remediation strategy to be submitted to and approved in writing by the Department of the Environment. The approved remediation strategy shall be implemented in full, in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated Land, as amended. Any changes to the strategy require the express written consent of the Department of the Environment prior to the work being carried out.

8. Prior to commencement of the development hereby approved, a Demolition/Construction Environmental Management Plan shall be submitted to and approved by the Department of the Environment. The Demolition/Construction Environmental Management Plan shall be thereafter implemented in full until the completion of the development and any variations agreed in writing by the Department prior to such work commencing. The Plan shall secure an implementation programme of mitigation measures to minimise the adverse effects of the proposal on the environment, and shall include but not be limited to: A. A demonstration of compliance with best practice in controlling, monitoring, recording and reporting on any emissions to the environment (such as noise and vibration, air, land and water pollution); B. Details of a publicised complaints procedure, including office hours and out of hours contact numbers; C. Details of any proposed crushing/ sorting of waste material on site; D. Specified hours of working.

9. Prior to commencement of the development hereby approved, a programme of recording and analysis of the pigsty structures to be lost shall be submitted to and approved by the Department of the Environment. The recording and analysis shall be carried out by a suitably qualified person as agreed by the Department. That work shall be carried out in full accordance with the programme approved. Any variations shall be agreed to in writing by the Department prior to the commencement of such work.

10. No part of the development hereby approved shall be occupied until the new means of vehicular access off La Rue du Tapon as indicated on the approved plan has been wholly constructed in accordance with the approved plans and shall thereafter be retained and maintained as such.

11. Before any development first commences on site, precise details of the proposed footpath to be located in Field 560, together with the proposed means of surfacing, shall be submitted to and approved in writing by the Department of the Environment. The approved scheme shall be implemented in full prior to first occupation of the new development on site and thereafter retained and

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maintained as such.

12. Before any development first commences on site, precise details of the proposed drainage works including disposal of surface water and/or Sustainable Urban Drainage Solutions have been submitted to and approved in writing by the Department of the Environment. No part of the development hereby approved shall be occupied until drainage works have been completed in accordance with the approved plans, and thereafter be retained and maintained as such.

13. Before any development first commences on site, precise details of the proposed Percentage for Art arrangements for the site together with a timetable for implementation, shall be submitted to and approved in writing by the Department of the Environment. The approved scheme shall be implemented in full in accordance with the approved details and shall thereafter be retained and maintained as such.

Reason(s):

1. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD1 and GD7 of the Adopted Island Plan 2011 (Revised 2014).

2. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD1 and GD7 of the Adopted Island Plan 2011 (Revised 2014).

3. To safeguard the character and appearance of the area in accordance with Policies GD1, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).

4. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).

5. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).

6. To protect the amenities of the occupiers of neighbouring properties and the visual amenities of the surrounding area, in accordance with Policies GD1 and WM1 of the Adopted Island Plan 2011 (Revised 2014).

7. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1 and GD6 of the Adopted Island Plan 2011 (Revised 2014).

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8. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1, GD6 and WM1 of the Adopted Island Plan 2011 (Revised 2014).
9. To ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building or place in accordance with Policies SP4, HE1, HE2, HE5 of the Adopted Island Plan 2011 (Revised 2014).
10. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
11. In the interests of highway and pedestrian safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
12. To ensure that that the completed development is provided with satisfactory infrastructure and to have regard for highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
13. To ensure the suitable provision of Percentage for Art arrangements in accordance with the requirements of Policy GD 8 of the Adopted Island Plan 2011 (Revised 2014).

FOR YOUR INFORMATION

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

The following plans have been approved:

Drawing issue sheet
Cover letter
Location map
Design statement
Crime Impact Statement
Site photos
Waste Management Plan
Marketing Strategy Method Statement
Hartigan Structural report
Existing Site plan 1051-P01
Site Plan Demolitions 1051-P02
Existing Ground and first floor plan 1051-P03
Existing Second floor plan 1051-P04
Existing Elevations - House & Barns 1051-P05
Existing Elevations - Outbuildings 1051-P06
Existing Site Sections 1 of 2 1051-P07

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

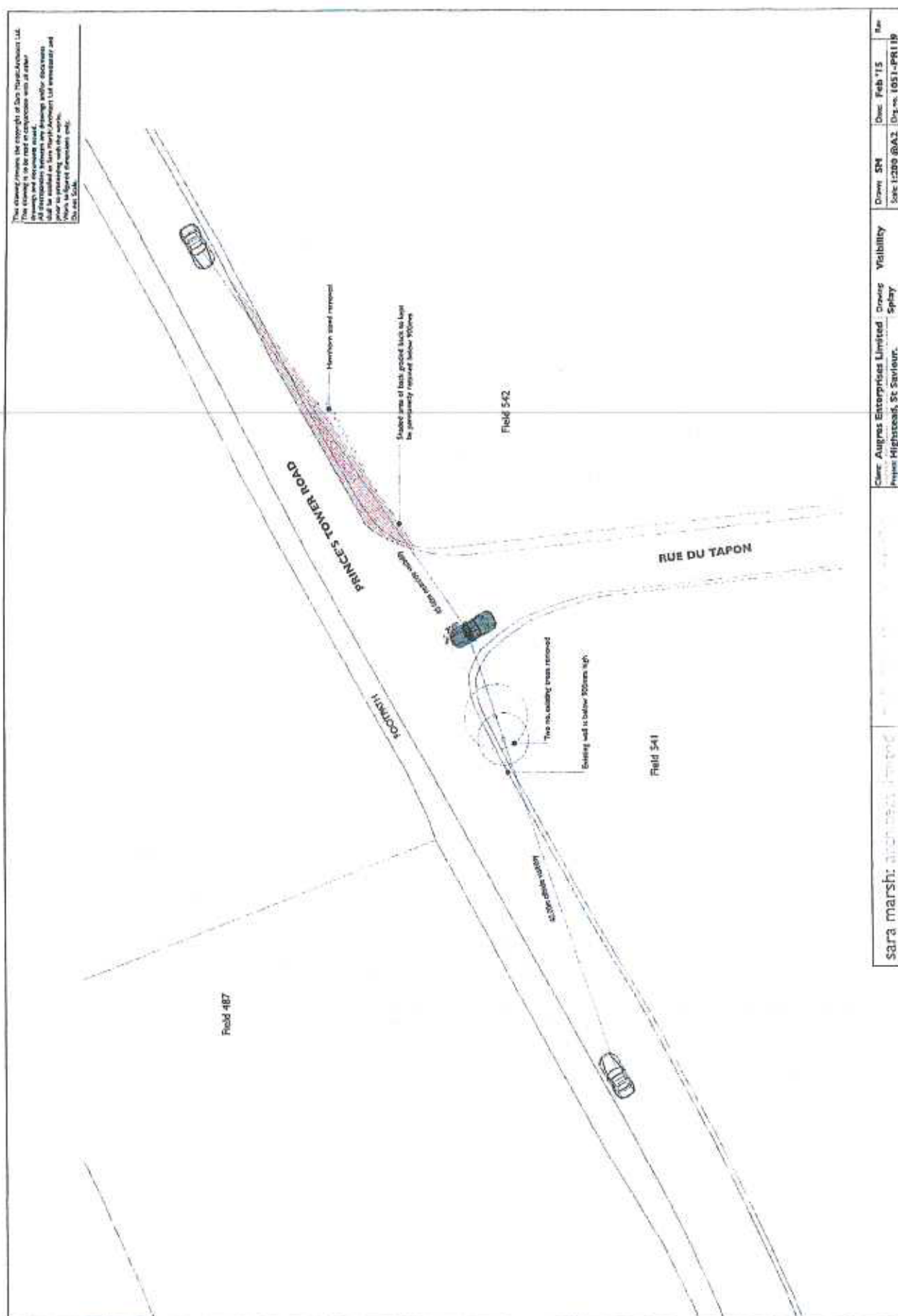
Planning Application Number P/2015/0249

Existing Site Sections 2 of 21051-P08
Proposed Site Plan 1051-PR01 B
Highstead House Ground & First Floor Plans 1051-PR102
Highstead House Second Floor Plan and Elevations 1051-PR103
Proposed Ground & First Floor Plans - Units 1, 2 & 3 1051-PR104
Proposed Second Floor Plans & Sections - Units 1, 2 & 3 1051-PR105
Proposed Apartments Section B-B & Ground Floor Plans 1051-PR106 Rev A
Proposed Apartments First Floor Plans 1051-PR107 Rev A
Proposed Apartments Second Floor Plans 1051-PR108 Rev A
Roadside Elevation 1051-PR109
Units 1, 2 & 3 & Apartments Elevations 1051-PR110
Plans & Elevations Units 4, 5 & 6 1051-PR111
Plans & Elevations - Garaging 1051-PR112
The Farmhouse and Coach House Floor Plans 1051-PR113
Proposed Elevations - Highstead and Country Cottage 1051-PR114
Proposed Site Sections 1 of 2 1051-PR115
Proposed Site Sections 2 of 2 1051-PR116
Views of Site 1051-PR117
Block Plan showing Historical Progression 1051-PR118
Visibility Splays 1051-PR119
Landscape proposals 1517-001
Aerial View
Courtyard view
Apartment view
Cottage view
Highstead view

DECISION DATE:

The development may also require building permission, 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.

APPROVED



FOURTH SCHEDULE
The Owner's Covenants with the Chief Officer

The Owner covenants, agrees and undertakes:

COMMENCEMENT

- 1 Not to Commence the Development until the Owner has given to the Chief Officer twenty-eight (28) days' notice in writing of its intention so to do.

EASTERN CYCLEWAY

- 2 To pay the Cycleway Contribution to the Treasurer of the States prior to the Occupation of the Development
- 3 Not to Occupy the Development until such time as the Cycleway Contribution has been paid to the Treasurer of the States.

JUNCTION SPLAY WORKS

- 4 The Owner will at its own expense undertake the Junction Splay Works or carry out or cause to be carried out the Junction Splay Works prior to the Occupation of the Development.
- 5 No part of the Development shall be Occupied or caused or permitted to be Occupied until the Junction Splay Works have been undertaken by or on behalf of the Owner.
- 6 For the avoidance of any doubt, nothing in this Agreement shall prevent the main house forming part of the Site and known Highstead House from being occupied during the Development, and the Chief Officer hereby confirms and agrees that such occupation will not serve to trigger payment of the Cycleway Contribution or the undertaking of the Junction Splay Works.

FIFTH SCHEDULE

Chief Officer's Covenants

- 1 The Chief Officer hereby covenants with the Owner to use all sums received by the Treasurer of the States from the Owner 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 Chief Officer shall in his discretion consider to be reasonably appropriate in the circumstances.
- 2 The Chief Officer covenants with the Owner that he will procure or arrange that the Treasurer of the States will pay to the Owner such amount of any payment made by the Owner to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement within five years of the date of receipt by the Treasurer of the States of such payment.

Signed on behalf of the Chief Officer

[REDACTED]

by ... ANDREW SCATE

in the presence of [REDACTED] C.E. JONES

this 5th day of February 20156.

Signed on behalf of the Hypothecator

[REDACTED]

by

in the presence of [REDACTED]

this 11th day of December 2015

Signed on behalf of the Owner

[REDACTED]

[REDACTED] PHILIP OZOUF

in the presence of [REDACTED]

this 10th day of December 2015