

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

**Law 2002**

relating to the development of a site at Keppel Tower and Elizabeth Cottage, La Grande  
Route des Sablons, Grouville, JE3 9FP

Dated

19<sup>th</sup> February

2019

The Chief Officer for the Environment (1)

Sea View Investments Limited (2)

Peter Robert Williams and Trevor Alan Gray (3)

Jose Antonio Ara and Katherine Mary Ara née Le Seilleur (4)

DATE

19<sup>th</sup> February

2019

#### PARTIES

- (1) The Chief Officer for the Environment of States Offices, La Motte Street, St Helier, Jersey ("the Chief Officer")
- (2) Sea View Investments Limited (Co Reg. 98445) of 40 Esplanade, St Helier, JE4 9RJ ("the Owner")
- (3) Peter Robert Williams of Le Clos Du Poivre, La Rue Du Becquet, Trinity JE3 5BS and Trevor Alan Gray of 2 Le Jardin de Devant, La Rue de Fauvic, Grouville, Jersey JE3 9BQ ("the First Lender")
- (4) Jose Antonio Ara and Katherine Mary Ara née Le Seilleur of La Source, La Rue De La Fontaine De Colard, Trinity JE3 5DR ("the Second Lender")

#### RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site in accordance with the title details set out in the First Schedule.
- 2 The First Lender has an interest in part of the Site owned by the Owner by virtue of a judicial hypothec (*hypothèque judiciaire*) registered on 4 November 2016 on that part of the Site known as Elizabeth Cottage, La Grande Route des Sablons, Grouville, Jersey and being all of that property acquired by the Owner by hereditary purchase by contract dated 14th September 2007 from Hooper Investments (Jersey) Limited.
- 3 The Second Lender has an interest in part of the Site owned by the Owner by virtue of a judicial hypothec (*hypothèque judiciaire*) registered on 24 November 2017 on that part of the Site known as Keppel Tower, La Grande Route des Sablons, Grouville and being all of that property acquired by the Owner by hereditary purchase by contract dated 4 May 2012 from Nancy Marion Alexandre née O'Neill.
- 4 The Owner has submitted the Application in respect of the Site.
- 5 Having regard to the purpose of the Law the Island Plan 2011 and all other material considerations the Chief Officer is minded 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

<b>"Agreement"</b>		this agreement including the recitals and schedules hereto
<b>"Application"</b>		the application for planning permission in respect of the Site and described as "Demolish 2 No. dwellings. Renovation / conservation of existing Tower. Construct 6No. two bed and 4No. three bed units of residential accommodation with associated landscaping and parking. 3D Model available" and given the reference P/2018/1250
<b>"Bus Shelter Contribution"</b>		the sum of thirty-nine thousand five hundred pounds (£39,500) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure for the off-site provision of a covered bus shelter at the Seymour car park including preparation works, excavation, wall realignment and carriageway being restored
<b>"Commencement"</b>		the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out, and "Commence" and "Commenced" shall be construed accordingly
<b>"Chief Officer"</b>		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
<b>"Cycleway Contribution"</b>		the sum of thirteen thousand five hundred pounds (£13,500) 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 Network

<b>"Development"</b>		the development of the Site in accordance with the Planning Permit
<b>"Dwelling Unit"</b>		a residential unit forming part of the Development to be constructed pursuant to the Planning Permit
<b>"GST"</b>		goods and services tax under the Goods and Services Tax (Jersey) Law 2007
<b>"Index"</b>		the all Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey.
<b>"Interest"</b>		interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time
<b>"Island Plan 2011"</b>		the States of Jersey Island Plan, 2011 (as amended from time to time)
<b>"Law"</b>		the Planning and Building (Jersey) Law 2002.
<b>"Occupation" "Occupy" and "Occupied"</b>		means occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.
<b>"Plan"</b>		the plan contained in the Second Schedule to this agreement.
<b>"Planning Permit"</b>		the planning permission for the Development as applied for and described in the Application (P/2018/1250) a copy of which is attached in the Third Schedule and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time.

<b>"Royal Court"</b>		the Royal Court of the Island of Jersey.
<b>"Site"</b>		Keppel Tower and Elizabeth Cottage, La Grande Route des Sablons, Grouville, JE3 9FP as more fully described in the First Schedule and as further identified by thick black edging on the Plan, the whole upon which the Development is to be carried out.

## **2 CONSTRUCTION OF THIS AGREEMENT**

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

This Agreement 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'S 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 CHIEF OFFICER COVENANTS**

The Chief Officer covenants with the Owner as set out in the Fifth Schedule.

#### **7 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.

#### **8 MISCELLANEOUS**

- 8.1 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 La Motte Street St Helier Jersey or as otherwise notified for the purpose by notice in writing.
- 8.2 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.
- 8.3 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.
- 8.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by

process under Article 10 of the Law) by any statutory procedure or expires prior to the Commencement of Development.

- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 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.
- 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 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.
- 8.10 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.
- 8.11 All communications and notices served or made under this Agreement shall be in writing.

## **9 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.

## **10 CHANGE IN OWNERSHIP**

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



## **11 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.

## **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 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 GOODS AND SERVICES TAX**

- 14.1 All *cause* given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.
- 14.2 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.

## **15 FIRST LENDER'S CONSENT**

The First Lender acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the First Lender over the relevant part of the Site shall from the date hereof be subject to this Agreement PROVIDED THAT the First Lender shall otherwise have no liability under this Agreement unless it takes ownership of the Site in which case it too will be bound by the obligations as a person deriving title from the Owner.

## **16 SECOND LENDER'S CONSENT**

The Second Lender acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the Second Lender over the relevant part of the Site shall from the date hereof be subject to this Agreement PROVIDED THAT the Second Lender shall otherwise have no liability under this



Agreement unless it takes ownership of the Site in which case it too will be bound by the obligations as a person deriving title from the Owner.

#### **17 JURISDICTION**

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

## FIRST SCHEDULE

### **Details of the Owner's title, and description of the Site**

The Owner is the owner of all that immoveable property known as Keppel Tower and Elizabeth Cottage by virtue of i) a contract of purchase from Hooper Investments (Jersey) Limited passed before the Royal Court on 14th September, 2007, the property having a Unique Property Reference Number ("UPRN") of 69111352 as to part; ii) a contract of purchase from Hooper Investments (Jersey) Limited and as party Maria Alice Blasco née Faria passed before the Royal Court on 1st July, 2011 as to part; and iii) a contract of purchase from Nancy Marion Alexandre née O'Neill passed before the Royal Court on 4th May, 2012, the property having a UPRN of 69111384 as to the remainder.

The Site is shown for the purposes of identification edged by thick black edging in black on the Plan.

## SECOND SCHEDULE

### **The Plan**



17 LA MOTTE STREET, ST HELIER, JERSEY JE2 4SY  
Tele: 01534 738635, Fax: 01534 769359, E-mail: email@morrisarchitects.co.uk

### General Notes

Morris Architects © Copyright reserved 2004. Do not scale. Use written dimensions only.  
All dimensions in millimetres unless otherwise stated. This drawing must be read in conjunction with all other architect's and consultants' drawings, details and specifications.  
Any discrepancy between details/drawings and / or specifications must be referred to the architect before carrying out the work.



Project <b>THE WAVES</b> Keppel & Elizabeth Cottage La Grande Route Des Sablons, Grouville	Drawing <b>Location Plan</b>  Client Sea View Investments Limited	Date Aug 2011	Scale 1:2500 (A4)	Drawn by JSB
		Drawing Number <b>4856/01</b>		Revision <b>A</b>

THIRD SCHEDULE

**The Planning Permit**

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/1250

### **DRAFT**

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

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

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

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

#### **In respect of the following development:**

Demolish 2 No. dwellings. Renovation / conservation of existing Tower.  
Construct 6No. two bed and 4No. three bed units of residential accommodation with associated landscaping and parking. 3D Model available

#### **To be carried out at:**

Keppel Tower & Elizabeth Cottage, La Grande Route des Sablons, Grouville, JE3 9FP.

The application has been assessed against the policies of the 2011 Island Plan (Revised 2014) and all other material considerations including the representations and consultation responses.

In this case, having regard to the character and grain of the area, and the scale, form and architecture of the proposal, the development is considered to accord with the relevant policies. The site is within the Built-Up Area, it is appropriately designed and does not cause unreasonable harm to the amenities of neighbouring uses, it is appropriate for this Secondary Urban Settlement, and delivers against all necessary technical requirements.

The impact on individual Listed Buildings has also been assessed and found to be acceptable in that the setting of Seymour Cottage is preserved and the settings of Cyprus House and Keppel Tower are enhanced.

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**As such, an assessment of the application concludes that it accords with the terms of the policies within the Jersey Island Plan 2011.**

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

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

### Condition(s):

1. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Department of the Environment, a scheme of landscaping which 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 and on adjoining land within the same ownership;
  - 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 or features to be created, for example, any excavation works, surfacing treatments, or means of enclosure;
  - iv) the measures to be taken to protect existing trees and shrubs; and,
  - v) the arrangements to be made for the maintenance of the landscaped areas.
  - vi) the delivery of a cycle hoop stand at each block entrance.
2. All planting and other operations comprised in the landscape scheme hereby approved shall be carried out and completed in the first planting season following the commencement of development.
3. Prior to the commencement of development of hereby permitted, a report setting out the arrangements for the management of the landscaped areas shall be submitted to and approved by the Department of the 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 Department of the Environment gives written consent for a variation of the scheme.

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Planning Application Number P/2018/1250

4. Notwithstanding the information on the approved plans, prior to the commencement of development, full details, including samples and colours, of all external materials and hard surfacing to be used to construct the development including the windows, downpipes, hoppers, gutters, railings, roof materials, elevational finishes and road / footpath / driveway surfacing, shall be submitted to and approved by the Department of the Environment, implemented, and thereafter maintained.
5. Prior to first use of the new junction of the site and La Grande Route des Sablons, the new pavements (as shown on drawing 4856/24A) shall be completed in full (and thereafter kept permanently available for unrestricted public use) and everything within the required visibility sight lines have been provided with no obstruction to visibility (including gates, walls, railings and plants growth) at or above a height of 900mm above the road level. The visibility splays shall be maintained free of obstruction at all times thereafter.
6. Notwithstanding the information on the approved plans, prior to the commencement of development, full details, including location, heights, samples and colours, of all perimeter enclosures (walls, railings and fencing) shall be submitted to and approved by the Department of the Environment, implemented, and thereafter maintained.
7. Prior to the commencement of development, a Demolition and Construction Environmental Management Plan shall be submitted to and approved by the Department of the Environment. The Demolition and Construction Environmental Management Plan shall be thereafter implemented in full until completion of the development and any variations agreed in writing by the Department of the Environment prior to such work commencing. The Plan shall secure an implementation programme of mitigation measures to minimise the adverse effects of the proposal, and shall include:
- i) A demonstration of compliance with best practice in relation to noise and vibration control, and control of dust and emissions;
  - ii) Details of a publicised complaints procedure, including office hours and out-of-hours contact numbers;
  - iii) Specified hours of working to be restricted to 0800-1800 Monday to Friday and 0800-1300 Saturdays and not at all on Sundays, Bank or Public Holidays;
  - iv) Details of any proposed crushing / sorting of waste material on site;
8. No unit shall be occupied until a plan identifying the allocated car parking spaces for each particular unit has been submitted to and approved in writing by the Department of the Environment. The car parking spaces shall include electric vehicle charging points at a ratio of one per unit. Such areas shall thereafter be permanently retained for the purposes of parking / manoeuvring.
9. Notwithstanding the information on the submitted drawings, prior to the commencement of development details of separated waste facilities and waste collection arrangements, communal satellite television reception system (or

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## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/1250

other communications infrastructure), electric car charging points and proposed rainwater harvesting, shall be submitted to and approved in writing by the Department of the Environment, to be thereafter implemented prior to first occupation and maintained in perpetuity.

10. Notwithstanding the information on the submitted drawings, prior to the commencement of development details of all external lighting 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.

11. Notwithstanding the information within the submitted drawings, no works are approved to Keppel Tower. Prior to the commencement of development a schedule of investigative works (to include as a minimum that a full standing building recording is carried out, including an English Heritage Level 1 visual record of the 19th century extension) and the proposed repair, restoration, and future management shall be submitted to and agreed in writing by the Department of the Environment, to be thereafter implemented in full prior to first occupation of any of residential units hereby approved.

12. Prior to the commencement of development a programme for the implementation of the Conclusions and Suggestions for Further Investigation from the Results of the Archaeological Investigation shall be submitted to and approved in writing by the Department of the Environment to include that the final development be subject to monitoring by an agreed project archaeologist.

13. Prior to commencement of the development hereby permitted, details shall be submitted to and approved by the Minister for Planning and Environment, implemented and thereafter maintained, setting out the arrangements for Waste Management in relation to the proposed demolition and excavation. Prior to commencement of construction of the above ground structure a Waste Management Completion Report shall be submitted to the Department of the Environment.

14. All work at the site shall be undertaken in accordance with the approved Species Protection Plan within the Ecological Reports and Assessments, which will shall include a bat box being in situ prior to any roof stripping works.

15. Notwithstanding the provisions of the Planning and Building (General Development) (Jersey) Order 2011, or any amendment to or replacement of that order, no works involving the erection of a building, extension, structure, gate, wall, fence or other means of enclosure, tank, conversion of garages or lofts, the creation of any new openings in the external fabric of the building (or the replacement of any windows with doors or vice versa), or the introduction of any hard standing to any ground surface, nor the installation of any lighting (other than those shown on the drawings approved with this permission) is permitted without the prior written approval of the Department of the

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Environment.

### Reason(s):

1. To ensure that before development proceeds provision is made for a landscaping regime that will enhance the appearance of the development and help to assimilate it into the landscape and to deliver a high quality of design in accordance with Policies GD1 and GD7 of the 2011 Island Plan (Revised 2014).
2. To ensure the benefits of the landscape scheme are not delayed, in the interests of the amenities of the area and in accordance with the requirements of Policies GD1 and GD7 of the 2011 Island Plan (Revised 2014).
3. 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 GD1 and GD7 of the 2011 Island Plan (Revised 2014).
4. For the avoidance of doubt and in the interests of the amenities of the area and to deliver a high quality of design in accordance with Policies GD1 and GD7 of the 2011 Island Plan (Revised 2014).
5. In the interests of highway safety, in the interests of the amenities of the area and in accordance with the requirements of Policy GD1 and of the 2011 Island Plan (Revised 2014).
6. For the avoidance of doubt and in the interests of the amenities of the area and to deliver a high quality of design in accordance with Policies GD1 and GD7 of the 2011 Island Plan (Revised 2014).
7. To ensure the development does not have an unreasonable impact on public health or the wider environment and to accord with Policies GD1 and H6 of the 2011 Island Plan (Revised 2014).
8. To ensure that the site has adequate car parking facilities in accordance with Policies GD1 and H6 of the 2011 Island Plan (Revised 2014).
9. In the interest of sustainable development and adequate service infrastructure, and to accord with Policies GD1 and H6 of the 2011 Island Plan (Revised 2014).
10. In the interest of sustainable development, to protect the amenities of the area, and to accord with Policies GD1 and H6 of the 2011 Island Plan (Revised 2014).

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11. In the interests of the preservation and enhancement of the historic environment, in accordance with Policies HE1 and HE5 of the 2011 Island Plan (Revised 2014).
12. In the interests of the preservation and enhancement of the historic environment, in accordance with Policies SP4, HE1 and HE5 of the 2011 Island Plan (Revised 2014).
13. To ensure adequate arrangements are made to reduce, reuse and recycle waste, in accordance with Policy WM1 of the 2011 Island Plan (Revised 2014).
14. To ensure the protection of all protected species in accordance with Policies NE1, NE2 and NE4 of the 2011 Island Plan (Revised 2014).
15. The prominence / form, design and layout of the site is considered to require additional controls to safeguard the character and visual amenities of the area in accordance with Policy GD1 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](http://www.gov.je/planning)

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

Above Ground Heritage  
Below Ground Heritage  
Ecological Report & Assessments  
Transport - Statement / Report  
Landscape and Visual Impact Appraisal  
Planning Statement  
Explanatory Letter  
Location Plan  
Design Statement  
DFI Entrance Diagram 4856.24 A  
Basement Layout 4856.03 F  
1 - 20 Section (Sheet 01) 4856.09 B  
Visualisations 4856.20 C  
Elevations 4856.08 E  
Ground Floor Layouts / Site Plan 4856.04 J  
Second Floor Layouts 4856.06 G  
First Floor Layouts 4856.05 G  
Elevations 4856.07 K

DECISION DATE: **DRAFT**

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## PLANNING AND BUILDING (JERSEY) LAW 2002

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

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

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

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## FOURTH SCHEDULE

### The Owner 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 fourteen (14) days' notice in writing of its intention so to do.

#### CYCLEWAY CONTRIBUTION

- 2 To pay the Cycleway Contribution to the Treasurer of the States prior to the Commencement of any part of the Development
- 3 Not to Commence the Development until such time as the Cycleway Contribution has been paid to the Treasurer of the States.

#### BUS SHELTER

- 4 To pay the Bus Shelter Contribution to the Treasurer of the States prior to the Commencement of any part of the Development
- 5 Not to Commence the Development until such time as the Bus Shelter Contribution has been paid to the Treasurer of the States.



## **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.
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 three years of the date of receipt by the Treasurer of the States of the Bus Shelter Contribution and within five years of the date of receipt by the Treasurer of the States of any other payment.



Signed on behalf of the CHIEF OFFICER

Name and Position

PETER LE GREY (DIRECTOR)

in the presence of

Name and Position

JOHN NICHOLSON (PLANNING OFFICER)

this 19<sup>th</sup> day of February 2019

Signed on behalf of SEA VIEW INVESTMENTS LIMITED

Name and Position

ROBERT P. BESHIEVRE DIRECTOR

in the presence of

Name and Position

this 5 day of February 2019

Signed by PETER ROBERT WILLIAMS

in the presence of

ATTORNEY

Witness Name and Position

Georgina Cook  
Advocate  
Mourant Ozannes  
22 Grenville Street  
St Helier  
JE4 8PX

this 4<sup>th</sup> day of February 2019

Signed by TREVOR ALAN GRAY

in the presence of

Witness Name and Position

this 4 day of February 2019

Georgina Cook  
Advocate  
Mourant Ozannes  
22 Grenville Street  
St Helier  
JE4 8PX

Signed by JOSE ANTONIO ARA

in the presence of

Witness Name and Position

this 4th day of February 2019

Georgina Cook  
Advocate  
Mourant Ozannes  
22 Grenville Street  
St Helier  
JE4 8PX

Signed by KATHERINE MARY ARA née LE SEELLEUR

in the presence of

Witness Name and Position

this 4th day of February 2019

Georgina Cook  
Advocate  
Mourant Ozannes  
22 Grenville Street  
St Helier  
JE4 8PX