

In the Royal Court of Jersey

Samedi Division

In the year two thousand and seventeen, the twenty-third 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 (i) The Chief Officer for the Environment, (ii) Jersey Strawberry Farm (1990) Limited, (iii) Phillip John Burton and Sarah Gerarda Manners Burton, née Labey and (iv) Barclays Bank PLC in relation to Living Legend, La Rue du Petit Aleval, St Peter, 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 the Living Legend, La Rue du Petit Aleval,
St Peter, Jersey JE3 7ET

Dated

22 FEBRUARY

2017

The Chief Officer for the Environment(1)

Jersey Strawberry Farm (1990) Limited (2)

Phillip John Burton and Sarah Gerarda Manners Burton (née Labey) (3)

Barclays Bank PLC (4)

DATE 22 FEBRUARY 2017

PARTIES

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Chief Officer")
- (2) Jersey Strawberry Farm (1990) Limited of Living Legend, La Rue du Petit Aleva, St Peter, Jersey JE3 7ET ("the Owner")
- (3) Phillip John Burton and Sarah Gerarda Manners Burton (née Labey) of Faldouet Farm, La Rue du Ministre, St Martin, Jersey JE3 6EN ("the First Lender")
- (4) Barclays Bank PLC of 1 Churchill Place, London, E14 5HP ("the Second Lender")

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site to which it has title as set out in the First Schedule.
- 2 The First Lender has an interest in the Site by virtue of a judicial hypothec registered in favour of the First Lender against the Site dated 11 April 2014.
- 3 The Second Lender has an interest in the Site by virtue of a judicial hypothec registered in favour of Barclays Private Clients International Limited against the Site dated 16 May 2014 to which hypothec the Second Lender has right pursuant to an Order of the Royal Court dated 27 July 2016 sanctioning a Scheme made pursuant to Article 48D of and the Schedule to the Banking Business (Jersey) Law 1991.
- 4 With the agreement of the Owner, the Planning Application has been submitted by Dandara Jersey Limited.
- 5 Having regard to the purpose of the Law the Island Plan 2011 and all other material considerations planning permission is to be granted for the Development subject to the completion of this Agreement that provision should be made for regulating or facilitating the development or use of the Site in the manner hereinafter appearing and without such planning permission would not be so granted.

- 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:

"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 (but not including any enabling, exploratory or investigative works, nor asbestos removal or demolition works) 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.
"Cycleway Contribution"	the sum of forty thousand pounds (£40,000) 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 St Peter's Cycle Path
"Development"	the development of the Site in accordance with the Planning Permit.

"Dwelling Unit"		a residential unit forming part of the Development to be constructed pursuant to the Planning Permit.
"GST"		goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
"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.
"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"		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.
"Plan"		the plan contained in the Second Schedule to this agreement.

"Planning Application"		the application for planning permission in respect of the Site and described as "Demolish various structures on site. Construct 9 No. four bed and 3 No. six bed dwellings with associated parking and landscaping" and given the reference P/2016/0712.
"Planning Permit"		the planning permission for the Development as applied for and described in the Planning Application (P/2016/0712) a copy of which is attached in the Third Schedule.
"Royal Court"		the Royal Court of the Island of Jersey.
"Site"		The Living Legend, La Rue du Petit Aleval, St Peter, Jersey JE3 7ET identified by thick black edging and hatched black on the Plan (and more fully described in the First Schedule) upon which the Development is to be carried out.
"St Peter's Cycle Path"		A segregated path for pedestrians and cyclists from Tesson Mill to La Dimerie

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 and the Minister for Infrastructure the successors to their respective 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 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 or by electronic mail (or other similar form of computer or electronic communication system in use) to any address which the Owner may notify to the Chief Officer. A notice given by email shall be deemed to have been given at the time it is sent (and an automated confirmation of the message having being successfully sent to the addressee's email address shall be conclusive evidence that the notice was given).
- 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 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 Owners 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 (including, where permitted by this Agreement, email).

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 its interest in the Site occurring before all the obligations under this Agreement have been discharged but this obligation shall not extend to the disposal by the Owner of each Dwelling Unit to a purchaser for his own or his family or his tenant's Occupation.

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 paid.

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 LENDERS' CONSENT

The First Lender and the Second Lender each 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 and the Second Lender respectively over the Site shall take effect subject to this Agreement PROVIDED THAT neither the First Lender nor the Second Lender shall otherwise have any liability under this Agreement unless it takes possession of the Site in which case it too will be bound by the obligations as a person deriving title from the Owner.

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 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

FIRSTLY, certain pieces of land being the western parts of the lands formerly called "Le Jardin ou Clos du Cosmet ou à Trois Cornieres", "Le Grand Jardin", "Le Clos de Jacquette" and "Le Clos de Brun and Le Clos de Jacquette" all of which lands now combined as a single piece of land; **Item**, the tourist attraction known as "The Living Legend" with the buildings and bunkers established on part thereof; **Item**, the northern section of a private road (the "**North Section of the Private Road**") (the whole of which private road hereinafter referred to as the "**Private Road**"); the whole joined together and forming one single and separate corpus fundi and having the UPRNs (Unique Property Reference Numbers) **69120042, 69124913, 69124914, 69124915, 69386128, 69406391, 69406392, 69404522, 69216688, 69216689 and 69386130** (the "**Property**") with the ownership, without offset ("*relief*"), of the five boundary stones of the east, or thereabouts, and of the south (or south-east) (hereinafter described) towards the land bearing the number 520 on the Digimap belonging to Ronald William Green and Sudi Jane Green, née Chiang, the ownership of the hedge and offset on part of the south towards the land bearing the number 521 on the Digimap belonging to Stephen Albert Holley (the "**South Hedge**"), the party ownership, without offset, of the three boundary stones of the south-south-west (hereinafter described) towards the property known as "La Maison du Coin Varin" belonging to Jonathan Charles Nicholson Scriven and Donna Maria Scriven, née Coote, the party ownership of the wall of the north-west (in a curve) and of the north as well as of the walls and gables of the east (of an irregular alignment) and of the north towards the property called "Strawberry Cottage" belonging to Charles Frederick Le Galle (the "**Party Walls and Gables**") and the ownership of the walls, bank and border of the remainder of the north and of the north-west (in a curve) towards the public road called "La Rue du Petit l'Aleval" and of the bank and border of the remainder of the north-west (in a curve) and of the west towards the public road called "La Rue de St Anastase" or "La Rue du Coin Varin"; the Property **JOINING** partly by the **east** and partly by the **south** (or **south-east**) to the land bearing the number 520 on the Digimap ("**Field 520**") including the southern section of the Private Road (the "**South Section of the Private Road**") belonging to Ronald William Green and Sudi Jane Green, née Chiang ("**Mr and Mrs Green**") (having right by hereditary purchase by contract dated 4th April 2003 from "Apple Island Limited"), partly by the **south** to the land bearing the number 521 on the Digimap ("**Field 521**")

forming part of the property Known as "Maison du Haut Farm" ("**Maison du Haut Farm**") belonging to Stephen Albert Holley ("**Mr Holley**") (having right (amongst other immovable property) by hereditary purchase by contract dated 20th January 1984 from Albert Alfred Holley and others), by the **south-south-west** and by the **west-south-west** to a strip of land forming part of the property called "La Maison du Coin Varin" ("**La Maison du Coin Varin**") belonging to Jonathan Charles Nicholson Scriven and Donna Maria Scriven, née Coote ("**Mr and Mrs Scriven**") (having right by hereditary cession and transfer made to them by the Vendor by contract dated 28th September 2012 (the "**Scriven Contract**")), partly by the **west**, partly by the **north-west** (in a curve), partly by the **north** and partly by the **east** to the property called "Strawberry Cottage" ("**Strawberry Cottage**") belonging to Charles Frederick Le Galle ("**Mr Le Galle**") (having right both by hereditary resignation, jointly with Margaret Linda Le Galle, née Hogan ("**Mrs Le Galle**"), by contract dated 27th February 2009 from Robin Campbell Gilmour and by hereditary purchase from Mrs Le Galle of her share in the property by contract dated 12th March 2010), partly by the **north**, by the remainder of the **east**, by the remainder of the **south** and partly by the **west** to a certain piece of land (the "**Site**") belonging to "Jersey Electricity Plc" ("**JE**") (having right under its former name of "The Jersey Electricity Company Limited" by hereditary purchase by contract dated 30th August 1991 from the Vendor (the "**JE Contract**")) and bordering by the remainder of the **north** and partly by the **north-west** (in a curve) onto the public road called "La Rue du Petit l'Aleval" ("**La Rue du Petit l'Aleval**") and by the remainder of the **north-west** (in a curve) and by the remainder of the **west** onto the public road called "La Rue de St Anastase" or "La Rue du Coin Varin" ("**La Rue du Coin Varin**").

AND SECONDLY, the northern section of a certain field called "Les Grand et Petit de Gois", which field bears the number 525B on the Digimap and measures thirty one perches two feet or thereabouts; the whole having the **UPRN (Unique Property Reference Number) 69201032** (the "**Land**") with the party ownership, without offset, of the boundary stones of the north, west and south and the ownership of the bank and offset of the east towards La Rue du Coin Varin; the Land **JOINING** by the **north** and by the **west** to the majority of the land known as "Les Grands et Petit de Gois" and bearing the number 525 on the Digimap ("**Field 525**") belonging to Donald Lindsay Adamson and Nicola Kirstine Adamson, née France ("**Mr and Mrs Adamson**") (having right by hereditary purchase by contract dated 27th August 2004 from "Woodside Farms Limited"), by the **south** to the southern section

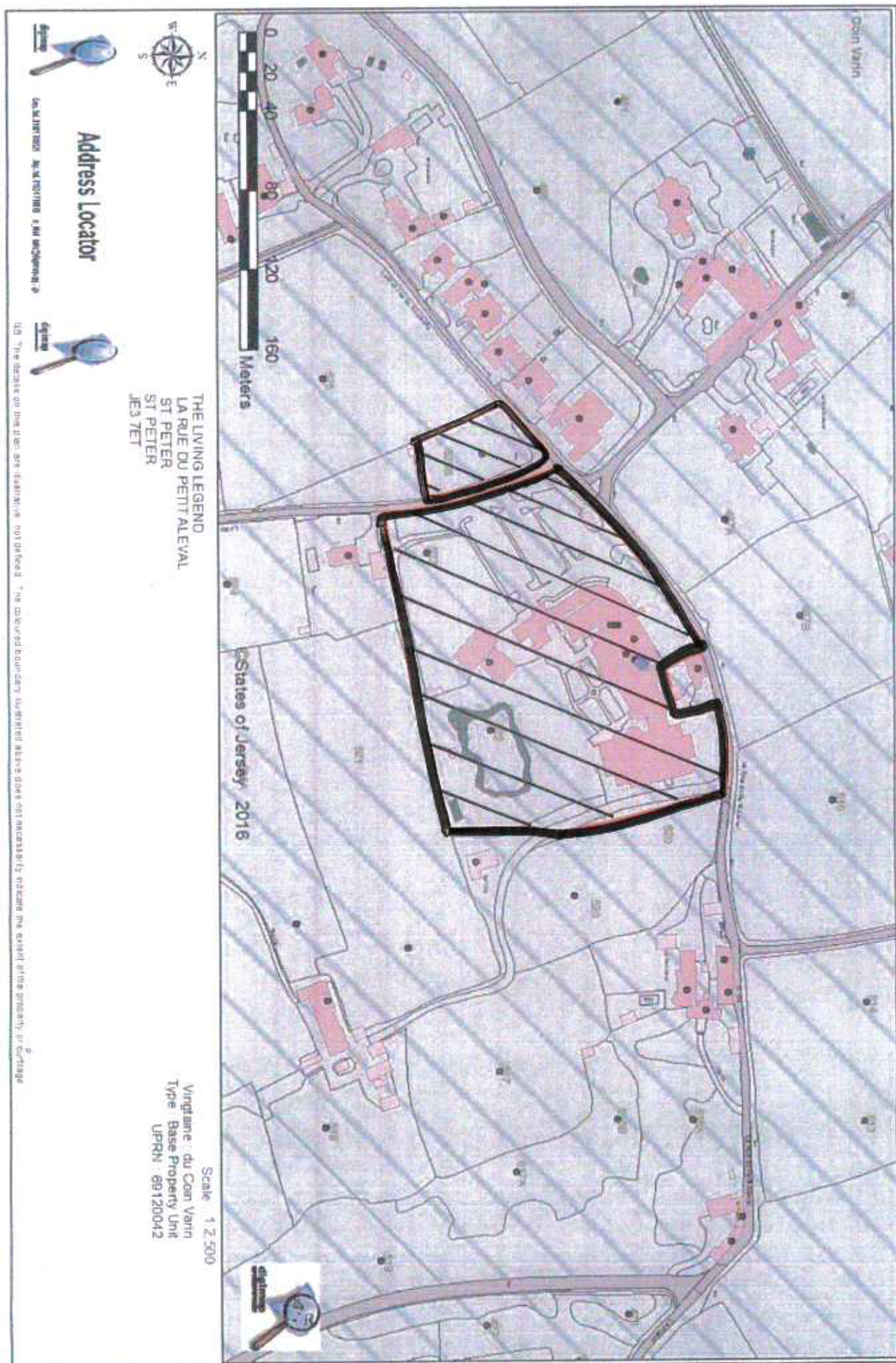
of the field called "Les Grand et Petit de Gois", which field bears the number 525B on the Digimap (the "**Morel Land**") belonging to Constance Jean Morel, née Temple ("**Mrs Morel**") (having right by hereditary purchase by contract dated 19th April 1985 from John Aubert) and bordering by the **east** onto La Rue du Coin Varin.

The whole situate in the Parish of in the Parish of St Peter, Vingtaine du Coin Varin, and to which the Owner has right as follows: to the Property and to the majority of the Land by hereditary purchase by contract dated 23rd February 1990 from "Jersey Strawberry Farm (1984) Limited" which had right by hereditary purchase by contract dated 15th March 1985 from "Jersey Strawberry Nurseries Limited" ("**JSNL**"), which had right (under the name of "Strawberry Nurseries Limited") amongst other immovable property, by hereditary purchase by contract dated 31st May 1968 from William Kenneth Vinson; and, to the remainder of the Land by contract of hereditary gift cession and transfer made to it by JE which had right (under its former name of "The Jersey Electricity Company Limited") by hereditary purchase by contract dated 2nd July 1976 from JSNL, which company had right as aforesaid by contract of purchase dated 8th January 2016 from Farley Hotels Limited.

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



Waddington Architects
St Andrew's Studios
Charing Cross
3 St Andrew's Place
St Helier
JE2 3RP

Planning Application Number P/2016/0712

Dear Sir/Madam

Application Address:	The Living Legend, La Rue du Petit Aleva, St. Peter, JE3 7ET.
Description of Work:	Demolish various structures on site. Construct 9 No. four bed and 3 No. six bed dwellings with associated parking and landscaping.

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

Richard Greig BSc (Hons) MRTPI
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Planning Application Number P/2016/0712

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 various structures on site. Construct 9 No. four bed and 3 No. six bed dwellings with associated parking and landscaping.

To be carried out at:

The Living Legend, La Rue du Petit Aeval, St. Peter, JE3 7ET.

REASON FOR APPROVAL: Permission has been granted having taken into account the relevant policies of the Adopted Island Plan (Revised 2014), together with other relevant policies and all other material considerations, including the consultations and representations received.

The representations raised to the scheme have been assessed and considered accordingly. However, it is considered that the proposal accords with the terms of Policies SP1, SP2, SP3, SP4, SP7, NE1, NE2, NE4, NE7, E1, HE1, GD1, GD4, GD7, TT2, TT4, TT8, NR1, NR7, WM1, LWM2 and LWM3 of the 2011 Island Plan (Revised 2014) in that the proposed scheme amounts to a permissible exception to Green Zone policy; having proven redundancy of employment use and delivered demonstrable environmental gain. Moreover, the redevelopment of brownfield land accords with the principles of sustainable development; the development enhances the setting of a high grade heritage asset; the proposals respond appropriately to their landscape context and the amenities and

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Decision Notice

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Planning Application Number P/2016/0712

safety of neighbouring land users; and, the development secures a fair and reasonable financial contribution to facilitate sustainable modes of transport and associated infrastructure.

This permission is granted subject to compliance with the following conditions and approved plans:

- 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.

Conditions:

1. No part of the development hereby approved shall be occupied until all hard and soft landscape works as indicated on the approved plan have been carried out in full. Following completion, the landscaping areas shall be thereafter maintained as such.
2. Any tree felling, hedge removal or any clearance works shall only be undertaken between the months of 1st October to 1st March in any calendar year, unless a written statement has been submitted from a qualified and competent person confirming that there are no nesting birds or other protected wildlife in any of the trees or hedgerows to be felled or removed. The written statement shall be submitted to and approved by the Department of the Environment at least 5 working days in advance of any felling or clearance works.
3. Prior to commencement of the development hereby approved, a schedule of landscape maintenance shall be submitted to and approved in writing by the Department of the Environment. The schedule shall include details of the arrangements for its implementation and ongoing maintenance. The maintenance shall be continued in accordance with the approved schedule unless otherwise agreed in writing by the Department.
4. Prior to commencement of the development hereby approved, a management plan detailing the method for the protection all existing trees on site for the duration of the development works shall be submitted to and approved in writing by the Department of the Environment. The plan shall include details of:
 - i) all protective fencing to be erected around each tree(s) and shall include

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PLANNING AND BUILDING (JERSEY) LAW 2002

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details of the height of the fencing and distance from the tree trunk(s) or the crown spread.

ii) the appropriate handling of spoil/waste/storage of other materials generated during development works on site, to ensure the protection of all existing tree(s).

iii) any excavations, including any trench for services or drains that may be in close proximity to existing trees.

Once agreed, the management plan shall be implemented in full and maintained during development works unless otherwise agreed in writing with the Department.

5. 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.

6. The findings and required mitigation measures outlined in the Ecology Assessment shall be implemented prior to the commencement of development, continued throughout the phases of development (where applicable) and thereafter retained and maintained as such. Any variations that may be required as a result of findings on site are to be agreed in writing by the Department of the Environment prior to works being undertaken.

7. Prior to the commencement of development a Species Protection Plan shall be submitted to and approved in writing by the Department of the Environment. This Plan should provide detail on the proposed mitigation/compensation and enhancement measures for implementation of Phases 2 and 3, including method statements, timing of works and responsibilities for implementation and signing off where appropriate.

8. No ground clearance work, demolition or construction work shall commence until a form of protective fencing at least 1.25 metres high securely mounted on timber posts firmly driven into the ground, have been erected around the trees to be preserved as indicated on the approved site plan. The fencing shall be located at least 1m beyond the line described by the furthest extent of the canopy of the tree group. Within these areas so fenced, the existing ground level shall be neither be raised nor lowered, all excavations shall then be carried out by hand. Roots with a diameter of more than 25 millimetres shall be left unsevered. There shall be no development nor development-related activities of any description, including the deposit of spoil or the storage of materials within then fenced areas. The Department of the Environment shall be advised in writing when the protective fencing has been erected so that it can be checked on site before development commences and shall thereafter be maintained during the period of construction.

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Planning Application Number P/2016/0712

9. The garages/outbuildings to all the house types shall not be used for any purpose other than those incidental to the enjoyment of a dwelling house.

10. Prior to the commencement of the development, full details of the sustainable urban drainage rainwater management systems for each new dwelling shall be submitted to and approved in writing by the Department of the Environment. The agreed details shall be fully implemented prior to the first occupation of the new dwellings and shall be permanently retained and maintained as such.

11. Prior to commencement of the development hereby approved, a detailed maintenance plan/agreement for the maintenance of the WWII bunker and its landscape setting shall be submitted to and approved in writing by the Department of the Environment. The plan/agreement shall include details of the arrangements for its implementation and ongoing maintenance. The maintenance shall be continued in accordance with the approved schedule unless otherwise agreed in writing by the Department.

12. The Demolition and Construction Environmental Management Plan shall be 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 hours Saturdays with no working on Sundays or Public Holidays;
- (iv) Details of any proposed crushing/sorting of waste material on site ;
- (v) Parking of vehicles of site personnel, operatives and visitors;
- (vi) Loading and unloading of plant and materials, and
- (vii) Storage of plant and materials used in demolishing and then constructing the development.

13. 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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Planning Application Number P/2016/0712

Environment.

14. Prior to their first installation, precise details of the proposed external lighting arrangements (to include materials details and finishes) to serve the new development shall be submitted to and approved in writing by the Department of the Environment. The approved lighting scheme shall be implemented in full and shall be retained and maintained as such.

15. Prior to the development being brought into first use, visibility splays shall be laid out and constructed in accordance with the approved plans. The visibility splays shall then be maintained thereafter and no visual obstruction of any kind over the height of 900mm shall be erected within them.

16. No part of the development hereby approved shall be occupied until details of the electric car charging facilities (one per residential unit) have been submitted to and approved in writing by the Department of the Environment. These facilities shall be provided in accordance with the approved details and made available for use prior to the first occupation of the development hereby permitted and shall be retained for use at all times thereafter.

Reasons:

1. To ensure that the benefits of the approved landscaping scheme are carried out and completed, making a positive contribution to the amenities of the site in accordance with Policies GD1, GD7, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
2. To ensure the protection of any nesting birds and any recognised species in accordance with Policies NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
3. This condition is necessary to ensure the protection of wildlife and supporting habitat and secure opportunities for the enhancement of the nature conservation value of the site in accordance with the requirements of Policies GD1, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
4. To prevent trees on site from being damaged during building works in accordance with Policies GD1, SP4, NE4 of the Adopted Island Plan 2011 (Revised 2014).
5. 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).
6. To ensure the protection of all protected species in accordance with Policies NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).

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7. To ensure the protection of all protected species in accordance with Policies NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
8. To prevent trees on site from being damaged during building works in accordance with the requirements of Policy NE4 of the Adopted Island Plan 2011 (Revised 2014).
9. To safeguard the residential character of the neighbourhood and to ensure the provision of adequate off-street parking accommodation to avoid congestion of adjoining streets by parked vehicles in accordance with the requirements of Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
10. To ensure satisfactory drainage arrangements and to avoid flooding in accordance with the requirements of Policy LWM3 of the Adopted Island Plan 2011(Revised 2014).
11. To safeguard the character and integrity of this heritage asset and its setting in accordance with the requirements of Policy HE1 of the Adopted Island Plan 2011 (Revised 2014).
12. To ensure that the development does not have an unreasonable impact on public health or the wider environment and to accord with Policies GD1 of the Adopted Island Plan 2011 (Revised 2014).
13. The location, 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 Policies NE7 and GD1 of the Adopted Island Plan 2011 (Revised 2014).
14. To safeguard the character and appearance of the area in accordance with the requirements of Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
15. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
16. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).

FOR YOUR INFORMATION

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

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

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should be aware of the possible presence of ASBESTOS within the development site. It is recommended that further advice is sought from a suitably qualified professional prior to the commencement of development so as to reduce the risk to public health. Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance on The Control of Dust and Emissions from Construction and Demolition, which can be found online at: http://www.london.gov.uk/thelondonplan/guides/bpg/bpg_04.jsp

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance contained in the document 'Guidelines on Noise Control for Construction Sites' which is available online at <http://www.gov.je/Industry/Construction/Pages/ConstructionSite.aspx> and 'British Standard BS5228:2009 Code of Practice for Noise and Vibration Control on Construction and Open Sites'.

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

The following plans have been approved:

Location Plan
Proposed Lighting Strategy 10030-P1
Proposed Landscaping Hardworks GA.200-10
Proposed Landscaping Softworks GA.300-10
Planting Schedule
Fire Tender Swept Path Analysis 003A
Private Car Swept Path Analysis 004A
Refuse Vehicle Swept Path Analysis 005
Tree Survey 1210/02
Percent for Art Statement
Drainage Strategy Philosophy - Rev A
Transport Statement
Site Waste Management Plan
Standing Building Assessment
Initial Ecological Assessment
Habitat Creation and Management Plan

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Bat Roost Specification
Ecological Survey August 2016
Demolition Construct Environmental Management Plan
Geoenvironmental Site Assessment Part 1
Geoenvironmental Site Assessment Part 2
Crime Impact Statement
Heritage Statement
Planning Statement
Planning Statement (Addendum)
Landscape Proposals
Section of Plot 3 and Neighbouring Property S01-P1
Bin Stores 035A
Design Statement January 2017
House 1 - Plans 006D
House 1 - Plans 007D
House 2 - Plans 008C
House 2 - Front & Rear Elevations 009D
House 2 - Side Elevations 010C
House 3 - Plans 011C
House 3 - Front & Rear Elevations 012C
House 3 - Side Elevations 013C
House 4 - Plans 014C
House 4 - Front & Rear Elevations & Section 015D
House 4 - Side Elevation 016C
House 7 - Plans 020C
House 7 - Elevation 021C
House 8 - Plans & Garage 022D
House 8 - Elevation & Garage 023D
House 9 - Plans & Garage 024D
House 9 - Elevations & Garage 025D
House 10 - Plans & Garage 026D
House 10 - Elevations & Garage 027D
House 11 - Plans & Garage 028D
House 11 - Elevations & Garage 029D
House 12 - Plans & Garage 030D
House 12 - Elevations & Garage 031D
House 5 & 6 - Side Elevations 019C
House 5 & 6 - Front & Rear Elevations & Section 018D
House 5 & 6 - Plans 017C

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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.

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FOURTH SCHEDULE
The Owner's Covenants with the Chief Officer

The Owner covenants, agrees and undertakes:

COMMENCEMENT

- 1 Not to Commence the Development until this Agreement has been registered in the Public Registry of Contracts (there being disregarded for the purposes of this paragraph 1 only the words “(but not including any enabling, exploratory or investigative works, nor asbestos removal or demolition works)” in the definition of Commencement).

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 any part of the Development until such time as the Cycleway 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 five (5) years of the date of receipt by the Treasurer of the States of such payment.

Signed on behalf of the Chief Officer

by

(PETER LE GREESLEY)

in the presence of

(ELIZABETH TOWNSEND)

this 22nd day of February 2017

Signed on behalf of Jersey Strawberry Farm (1990) Limited

by

DIRECTOR

in the presence of

this 14th day of February 2017

Signed by Phillip John Burton and Sarah Gerarda Manners Burton
(née Labey)

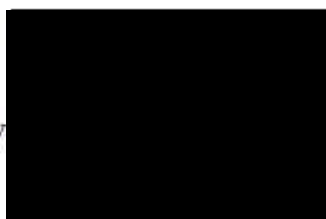
Attorney

in the presence of

this 16 day of February 2017

Signed on behalf of Barclays Bank PLC

by



JENNIFER LULIP
VICE PRESIDENT

in the presence of



this 17 day of February 2017