

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

relating to the development of the Shakespeare Hotel La Grande Route
de St. Clement , St. Clement JE2 6SD

Dated 03rd February

2016

The Chief Officer for the Environment(1)

Shakespeare Hotel (1987) Limited (2)

Colin Alexander Grant (3)

Future Loans Limited (4)

Royal Bank of Scotland International Limited (5)

DATE

2016

PARTIES

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Chief Officer")
- (2) Shakespeare Hotel (1987) Limited (Co regn. 38831) of Shakespeare Hotel La Grande Route de St. Clement , St. Clement JE2 6SD ("the Owner")
- (3) Colin Alexander Grant of Les Prés", La Cache des Prés, Grouville, Jersey, JE3 9EA. ("Mr Grant")
- (4) Future Loans Limited of Beachside Business Centre Rue Du Hocq St Clement Jersey JE2 6LF ("Future Loans")
- (5) The Royal Bank of Scotland International Limited (Company Registration Number 2304) trading as NatWest of, Royal Bank House 71 Bath Street St Helier Jersey JE2 4SU ("RBSI")

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site.
- 2 Mr Grant has an interest in the Site by virtue of two judicial hypothecs (*hypothèques judiciaire*) each registered in the Public Registry of Jersey on 15th February, 2008
- 3 The Future Loans has an interest in the Site by virtue of a judicial hypothec (*hypothèque judiciaire*) registered in the Public Registry of Jersey on 1st February, 2013
- 4 RBSI has an interest in the Site by virtue of a judicial hypothec (*hypothèque judiciaire*) registered in the Public Registry of Jersey on 4th October, 2013
- 5 With the agreement of the Owner, the Planning Application has been submitted by Shakespeare Land Limited.
- 6 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.

- 7 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 8 The parties acknowledge that this Agreement is legally binding.
- 9 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:

"Bus Shelter Contribution"	means the sum of seven thousand five hundred pounds (£7,500) to be paid by the Owners to the Treasurer of the States to be applied by the Infrastructure Minister for the purposes of the construction of a bus shelter.
"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 "Commenced" shall be construed accordingly.

"Cycleway Contribution"	the sum of seventeen thousand pounds (£17,000) to be paid by the Owners to the Treasurer of the States to be applied by the Infrastructure Minister for the purposes of the Eastern Cycle Network.
"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.
"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.
"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.
"Pedestrian Footway Works"	all works necessary to create a pedestrian footway to base course level with kerb alterations on that part of the Site that is adjacent to La Grande Route De La Cote and

		shown for the purpose of identification only cross hatched black on drawing CH12-PL22-01.
"Pedestrian Footway Works Specification"		a specification for the carrying out of the Pedestrian Footway Works.
"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 existing buildings and construct 6 No. one bedroom, 9 No. two bedroom and 2 No. three bedroom dwellings with associated landscaping and parking." and given the reference P/2015/1509.
"Planning Permit"		the planning permission for the Development as applied for and described in the Planning Application (P/2015/1509) a copy of which is attached in the Third Schedule.
"Royal Court"		the Royal Court of the Island of Jersey.
"Site"		Shakespeare Hotel La Grande Route de St. Clement, St. Clement JE2 6SD identified by a red broken line on the Plan upon which the Development is to be carried out.
"Infrastructure Minister"		the Minister for the Department for Infrastructure.

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 Owners 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 OWNERS 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 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.

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 it's 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

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

14.2 Future Loans 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 Future Loans over the Site shall take effect subject to this Agreement PROVIDED THAT Future Loans shall otherwise have no liability under this Agreement unless Future Loans takes title to the Site in which case it too will be bound by the obligations as a person deriving title from the Owner.

14.3 RBSI 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 RBSI over the Site shall take effect subject to this Agreement PROVIDED THAT RBSI shall otherwise have no liability under this Agreement unless RBSI 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 Owner's Title, and description of the Site

The Owner is the owner of all that immoveable property being the first and second corpora fundi generally known as the Shakespeare Hotel, La Grande Route de la Cote, St Clement Jersey JE2 6SD including hotel building formerly known as Sea Braes Private Hotel and staff accommodation building to the north and other buildings, gardens, lands; and bordering to the north the property known as L'Amarrage belonging to Richard Thomas Stent and Gillian Amy Stent; to the west by private roadway and garage building belonging to Christopher Charles Le Cornu; to the east by private roadway belonging to James Richard Lane and Anne Hazel Lane; to the South by La Grande Route de la Cote (the first corpus fundi); and the second corpus fundi being a pathway with concrete steps running down from La Grande Route de la Cote to the beach and situate to the south of and on the opposite side of La Grande Route de la Cote from the first corpus fundi, bordering to the west the property known as La Plage belonging to Graham George Surcouf and Rozell St Clare Surcouf; to the east by the property known as La Maison Blanche belonging to Peter John Thomson; to the south by the seawall and foreshore belong to the Public of the Island and the Crown and to the north by La Grande Route de la Cote (together the Site).

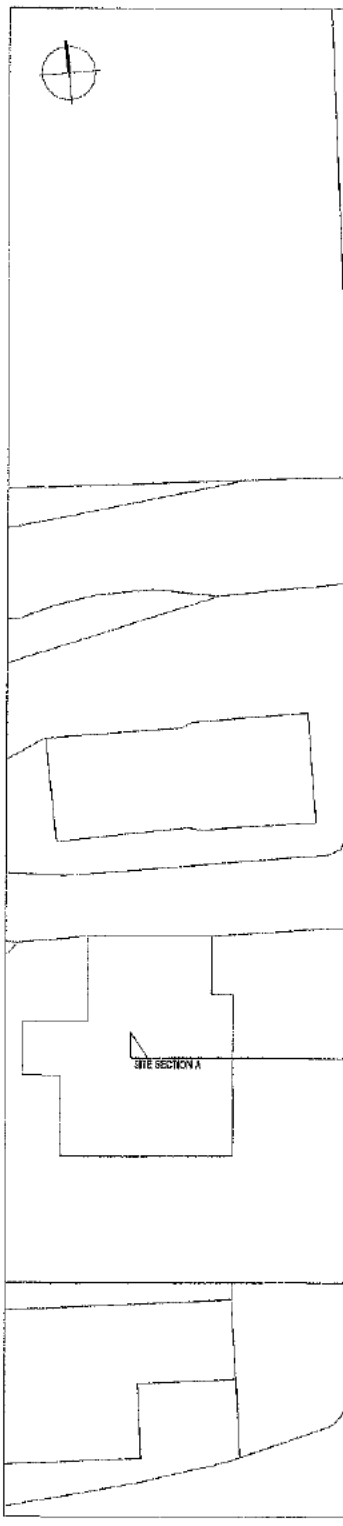
The Site is shown for the purposes of identification on the Plan.

SECOND SCHEDULE

The Plan

THIRD SCHEDULE

The Planning Permit



No Beds	Persons	General Area	Flooring	Private Area	External Storage
1 Bed	2	51.20sqm	1 Space	28.70sqm	0.80sqm
1 Bed	2	54.00sqm	1 Space	35.20sqm	1.00sqm
1 Bed	2	54.00sqm	1 Space	35.20sqm	1.00sqm
1 Bed	2	58.40sqm	1 Space	38.40sqm	2.20sqm
2 Bed	3	82.50sqm	1 Space (Int)	64.20sqm	1.70sqm
2 Bed	3	82.50sqm	1 Space (Int)	50.20sqm	1.70sqm
2 Bed	3	86.80sqm	2 Spaces (Int)	32.20sqm	2.00sqm
1 Bed	2	58.40sqm	1 Space (Int)	14.40sqm	2.20sqm
1 Bed	2	58.40sqm	1 Space (Int)	14.40sqm	2.20sqm
2 Bed	3	124.50sqm	2 Spaces (Int)	35.20sqm	2.20sqm
2 Bed	3	137.80sqm	2 Spaces (Int)	38.40sqm	4.00sqm
2 Bed	3	145.90sqm	2 Spaces (Int)	29.40sqm	4.00sqm
2 Bed	3	145.90sqm	2 Spaces (Int)	23.20sqm	4.00sqm
2 Bed	3	167.40sqm	2 Spaces (Int)	47.40sqm	4.00sqm
2 Bed	3	155.80sqm			
3 Bed	4	166.80sqm	Garage + 2	35.3 x 17.0 = 60.0sqm	--
3 Bed	4	166.80sqm	Garage + 2	35.3 x 17.0 = 60.0sqm	--
2.0 Bed	3	118.90sqm	2 Spaces	57.80sqm	--
			TOTAL 2870		

AREA C4 (elsewhere built up area)

1 space per unit required (if 1 bed units have 1/20 spaces)
 2 spaces per unit required (if 2 bed units have 2/20 spaces)
 2 spaces per unit not required (if 3 bed houses have Garage + 1/20 spaces)

3 no. 4-wheelers required = 6.5 No. required (fits 1 to 4*)
 6.5 No. provided including 1/20 Electric car charging space

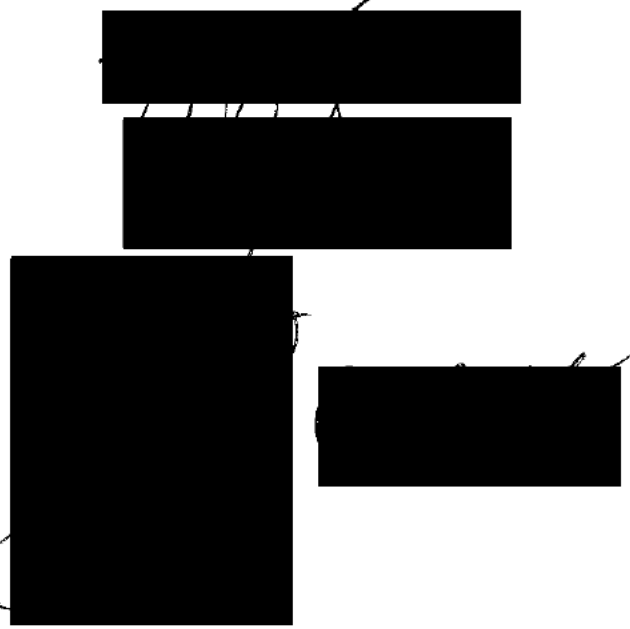
covered bicycle store, 7.5sqm

parking required (if houses have more than 60sqm + garden plus 2nd floor terrace)

creditworthy space required per unit (see form 1 to 3)

creditworthy space required per unit (creditworthy = 2 bedrooms and above)

management has direct private access to the beach for use by all apartments and houses



PLANNING

NOTES:
 DO NOT SCALE OFF THIS DRAWING.
 ALL DIMENSIONS SHALL BE CHECKED PRIOR TO COMMENCEMENT OF ANY WORK.
 SUBSEQUENT VARIATIONS SHALL BE SUBJECT TO THE AGREEMENT OF ALL PARTIES.
 THE DRAWING IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT.
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REV	DATE	DESCRIPTION
P1	28-09-15	Flooring Distribution
P2	24-11-15	Roadside footpath widened to 4.0m and noise added



Client	SHAKESPEARE LAND LIMITED	Scale	1:200 @ A1	Job No.	CH 12
Project	THE SHAKESPEARE HOTEL ST CLEMENT	Date	SEPT 2015	Draw No.	PL-04
Drawing Title	PROPOSED SITE PLAN	Drawn	HL	Rev	P2

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



Mr J. Worthington
Castletree Group Ltd
2nd Floor
Fox House
Rue des Pres
St Saviour
JE2 7QS

Planning Application Number P/2015/1509

Dear Sirs

Application Address:	Shakespeare Hotel & Restaurant, La Grande Route de la Cote, St. Clement, JE2 6SD.
Description of Work:	Demolish existing buildings and construct 6 No. one bedroom, 9 No. two bedroom and 2 No. three bedroom dwellings with associated landscaping and parking. 3D model available.

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

L. Davies



Planning Application Number P/2015/1509

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 existing buildings and construct 6 No. one bedroom, 9 No. two bedroom and 2 No. three bedroom dwellings with associated landscaping and parking. 3D model available.

To be carried out at:

Shakespeare Hotel & Restaurant, La Grande Route de la Cote, St. Clement, JE2 6SD.

REASON FOR APPROVAL: Permission has been granted having taken into account the relevant policies of the approved Island Plan, together with other relevant policies and all other material considerations, including the submitted plans and other documents, as well as the consultations and representations received. The Planning Applications Committee, which determined the application, also undertook a site visit.

The approved application is for the complete redevelopment of the existing hotel site, including the demolition of all existing buildings and, thereafter, the construction of 17 new residential units.

It is accepted that the existing hotel buildings are of poor quality and could not readily or efficiently be adapted to accommodate an alternative use; in addition, there is no protection for this type of use within the Island Plan. Overall, the application will provide much-needed housing in

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2015/1509

a location supported by the Island Plan.

The Planning Applications Committee has fully considered the comments which have been made by nearby residents, including two objections, as well as the applicant's responses to those comments.

However, having regard to all relevant planning considerations, the Committee believes that the level and type of development proposed is not unreasonable in view of the location and zoning of the site and the need to ensure that the Built Up Area is developed efficiently and to its highest reasonable density.

In the Committee's view, the scheme will not 'unreasonably harm the amenities of neighbouring uses', which is the test under Policy GD 1.

The architectural design and urban form of the scheme is acceptable and it will, in the Committee's view, sit comfortably within this coastal, built-up context.

Overall, the Committee is satisfied that the application complies with all relevant Island Plan policies, including especially Policies SP 1 (Spatial Strategy), GD 1 (General Development Considerations), GD 3 (Density of Development), GD 7 (Design Quality), and H 6 (Housing Development within the Built-Up Area) of the 2011 Island Plan.

This planning 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):

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2015/1509

1. Prior to the commencement of any development on site, a Demolition / Construction Environmental Management Plan (D/CEMP) shall be submitted to, and agreed in writing by, the Minister for Planning and Environment. The CEMP shall thereafter be implemented in full until the completion of the development and any variations agreed in writing by the Minister prior to such work commencing. The Plan shall include an implementation programme of mitigation measures to minimise any adverse effects of the proposal, and shall include, but is not limited to;

- a) a demonstration of best practice in relation to noise and vibration control; and control of dust and emissions (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) specified hours of working (to include that work which would result in noise being heard outside the application boundary occurs only between 8am and 6pm Monday to Friday, and 8am to 1pm on Saturdays, with no noisy working outside these times, and no noisy work on Bank or Public Holidays);
- d) details of any proposed crushing / sorting of waste material on site; and
- e) details of the proposed management of traffic and pedestrians (to include for vehicle wheel washing).

2. Notwithstanding the indications on the approved plans, prior to the commencement of any development on site, full details (including samples) of all external materials to be used to construct the development shall be submitted to and approved in writing by the Minister for Planning and Environment to be thereafter implemented prior to first occupation and maintained for the lifetime of the development.

3. Notwithstanding the details indicated within the approved plans, the development hereby permitted shall not be commenced until there has been submitted to, and approved in writing by, the Minister for Planning and Environment, a landscaping scheme which shall provide details of the following;

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

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Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2015/1509

- c) other landscape treatments to be carried out or features to be created, for example, any excavation works, surfacing treatments, or means of enclosure;
- d) the measures to be taken to protect existing trees and shrubs; and,
- e) the arrangements to be made for the maintenance of the landscaped areas.
4. All planting and other operations comprised in the landscaping scheme hereby approved shall be completed prior to first occupation of any element of the development.
5. Any trees or plants planted in accordance with the approved landscaping 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 with others of similar size and species, unless the Minister for Planning and Environment gives written consent to a variation of the scheme.
6. A Percentage for Art contribution shall be delivered on site as part of the development to the value of 0.75% of the costs of construction. Precise details relating to the exact form which the contribution will take, must be submitted to, and approved in writing by, the Minister for Planning and Environment, prior to the commencement of the development hereby approved. Thereafter, the approved work of art must be installed prior to the first use / occupation of any part of the development hereby approved.
7. Prior to the first use / occupation of the development hereby approved, visibility lines must be provided in accordance with the approved drawings. Everything within the visibility sight lines, including gates, walls, railings and plant growth is to be permanently restricted in height to 900mm above road level.
8. The privacy screens shown within the approved plans must be installed prior to first occupation of the development, and thereafter maintained for the lifetime of the development.

Reason(s):

1. In the interests of protecting the amenities of the area generally and to accord with Policy GD 1 of the Jersey Island Plan 2011 (revised 2014).
2. To ensure a high quality of design and in accordance with Policies SP 7 and GD 7 of the Jersey Island Plan 2011 (revised 2014).

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Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2015/1509

3. 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, in accordance with Policies GD 1 and NE 4 of the Jersey Island Plan 2011 (revised 2014).
4. To ensure the benefits of the landscape scheme are not delayed, in the interests of the amenities of the area and to ensure a high quality of design in accordance with Policies SP 7 and GD 7 of the Jersey Island Plan 2011 (revised 2014).
5. To mitigate against the potential failure of trees and plants, and the extent to which that failure might threaten the success of the landscaping scheme, in accordance with Policies GD 1 & NE 4 of the Jersey Island Plan 2011 (revised 2014).
6. In accordance with the provisions of Policy GD 8 of the Jersey Island Plan 2011 (revised 2014).
7. In the interests of highway safety, in accordance with Policy GD 1 of the Jersey Island Plan 2011 (revised 2014).
8. To safeguard the privacy of the occupiers of neighbouring properties, in accordance with Policy GD 1 of the Jersey 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 plan(s) has/have been approved:

Location Plan

PL-01 P1 - Existing Site Plan with Photos

PL-02 P1 - Existing Elevations

PL-03 P1 - Existing and Proposed Massing and Aerial Photo

PL-04 P2 - Proposed Site Plan

PL-05 P3 - Proposed Floor Plans Ground and First Floors

PL-06 P2 - Proposed Floor Plans Second and Third Floors

PL-07 P2 - Apartments Proposed Elevations

PL-08 P1 - Mews Houses Proposed Elevations

PL-09 P1 - Proposed Site Sections

PL-10 P1 - Existing and Proposed Comparisons

PL-11 P1 - Internal View with Houses Street Elevations

PL-012 P1 - Detailed Section A-A Thru' Front Elevation

PL-013 P1 - Detailed Section B-B Thru' Main Entrance

PL-014 P1 - Detailed Section C-C Thru' Front Façade

PL-15 P1 - Outline Landscape Proposals

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PL-16 P1 - View From the West CGI
PL-17 P1 - View From the East CGI
PL-18 P1 - Internal View with Houses CGI
PL-19 P1 - View From Le Hocq CGI Massing
PL-20 P1 - CGI Massing Comparisons
PL-21 P1 - Refuse and Recycling
C54-B1-GF-210613 - Existing Ground Floor Plan
C54-F1-240613 - Existing First Floor Plan
C54-F2-F3-240613 - Existing Second & Third Floor Plans
Planning & Design Statement: September 2015 - Revision A
Public Art Statement
Waste Management Report
Waste Management Plan (updated)

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 have 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 any part 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.

BUS SHELTER

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

FOOTWAY

- 6 Not to Commence the Development before the Pedestrian Footway Works Specification has been submitted to the Minister for his approval (in consultation with the Infrastructure Minister) and has been approved by the Minister.
- 7 Not to Commence that part of the Development comprising the Pedestrian Footway Works until the Owner has given to the

Infrastructure Minister twenty-eight (28) days' notice in writing of his intention so to do

- 8 That the Owner will at its own expense undertake the Pedestrian Footway Works or carry out or cause to be carried out the Pedestrian Footway Works the whole in accordance with the approved Pedestrian Footway Works Specification prior to the Occupation of any of the apartments forming part of the Development as shown on the Plan.
- 9 That on completion of the Pedestrian Footway Works the Owner shall provide to or procure via its architect for the Minister three sets of as built plans (in such media format as the Minister requires) and other information reasonably required by the Minister plus a further copy for the Infrastructure Minister (for land survey and tying into the island co-ordinate system).
- 10 Not to Occupy the final Dwelling Unit or cause or permit to be Occupied the final Dwelling Unit until such time as the final surfacing with the wearing course has been carried out and the Pedestrian Footway Works have been completed to the reasonable satisfaction of the Minister (in consultation with the Infrastructure Minister).
- 11 That on completion of the final surfacing with the wearing course to the Pedestrian Footway Works to notify the Infrastructure Minister that the Owner considers that the Pedestrian Footway Works are ready and complete for transfer
- 12 Within 14 days of notification of completion of the surfacing with the wearing course of the Pedestrian Footway Works the Owner shall cede and transfer and the Public shall take conveyance of the relevant property free of all charges and encumbrances by contract to be passed before the Royal Court the Owner paying the proper and reasonable costs of and incidental to the said transfer (including all and any reasonable legal and professional costs)

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 seven 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 GRESLEY)

in the presence of

 (Lawrence Davies)

this 3rd day of February 2016

Signed on behalf of Shakespeare Hotel (1987) Limited

by




in the presence of




this 22nd day of JANUARY 2016

Signed on behalf of Colin Alexander Grant

by

 (C I A GRANT)

in the presence of



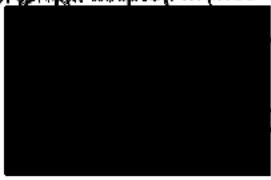
this 22nd day of JANUARY 2016

Signed on behalf of Future Loans Limited

by Name: Timothy Brian Slatter
Job Title: Head of Portfolio Management
Offshore Real Estate Finance



in the presence of



A. Cromer
Senior RM

this 29 day of Jan 2016

Signed on behalf of Royal Bank of Scotland International Limited

by Name: Timothy Brian Slatter
Job Title: Head of Portfolio Management
Offshore Real Estate Finance



John Gordon
NATWEST RELATIONSHIP MANAGER

in the presence of .

this 26 day of January 2016