

# *In the Royal Court of Jersey*

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**Samedi Division**

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**In the year two thousand and fourteen, the twenty-seventh day of October.**

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Minister for Planning and Environment, Sea View Investments Limited, Robert Peter Beslievre and Susan Jennifer Beslievre, née Lloyd-Smith, The Royal Bank of Scotland International Limited and HSBC Bank Plc in relation to the development of Keppel Tower, Elizabeth Cottage and Maison du Roc, La Grande Route des Sablons, Grouville, 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 Keppel Tower, Elizabeth Cottage & Maison du Roc, La Grande Route des Sablons, Grouville, JE3 9FP

Dated :

*21 OCTOBER*

2014

The Minister for Planning and Environment (1)

Sea View Investments Limited (2)

Robert Peter Beslievre and Susan Jennifer Beslievre née Lloyd-Smith (3)

The Royal Bank of Scotland International Limited (4)

HSBC Bank Plc (5)

DATE 21<sup>st</sup> OCTOBER 2014

#### PARTIES

- (1) The Minister for Planning and Environment of South Hill, St Helier, Jersey JE2 4US ("the Minister")
- (2) Sea View Investments Limited (Co Reg. 98445) of 40 Esplanade, St Helier, JE4 9RJ ("the Owner")
- (3) Robert Peter Beslievre and Susan Jennifer Beslievre née Lloyd-Smith, his wife of "Maison du Roc", La Grande Route des Sablons, Grouville JE3 9FP ("Mr & Mrs Beslievre")
- (4) The Royal Bank of Scotland International (Co Reg. 2304) of Royal Bank House, 71 Bath Street, St Helier, JE2 4SU ("the First Hypothecator")
- (5) HSBC Bank Plc of Corporate and Commercial Centre Bermuda House Green Street St Helier Jersey ("the Second Hypothecator")

#### RECITALS

1 The Minister is the Minister of the States charged with the administration of the Law by whom the obligations in this Agreement are enforceable in accordance with the provisions of the Law.

2 The Owner warrants that it is the owner of the Site (and therefore has an interest in the Land within the meaning of Article 25(1) of the Law) to which it has right in perpetuity (*à fin d'héritage*) thereto by virtue of i) a contract of purchase from Hooper Investments (Jersey) Limited passed before the Royal Court on 14<sup>th</sup> September, 2007 for the property given 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 1<sup>st</sup> July, 2011 as to part and iii) a contract of purchase from Nancy Marion Alexandre née O'Neill passed before the Royal Court on 4<sup>th</sup> May, 2012 for the property given a UPRN of 69111384 as to the remainder.

3 Mr & Mrs Beslievre warrant that they are the owners of "Maison du Roc", La Grande Route des Sablons, Grouville by virtue of a contract of purchase from Jennifer Mary de Faye née Le Quesne passed before the Royal Court on the 8<sup>th</sup> September 1995.

4 The Owner submitted the Application to the Minister.

- 5 The Minister considers it expedient in the interests of proper planning that provision should be made for securing improvements to bus provision and footpath improvements which will be necessitated as a result of the Development in the manner hereinafter appearing and is satisfied that development permission could properly be granted conditional on the Owner having first entered into this agreement without which the Minister would not be so minded to grant.
- 6 The parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 7 The First Hypothecator has an interest in that part of the Site owned by the Owner by virtue of i) a judicial hypothec (hypothèque judiciaire) dated 4<sup>th</sup> December, 2009 and ii) a judicial hypothec (hypothèque judiciaire) dated 4<sup>th</sup> May, 2012.
- 8 The Second Hypothecator has an interest in that part of the Site owned by Mr & Mrs Beslievre by virtue of i) a judicial hypothec (hypothèque judiciaire) dated 2<sup>nd</sup> September, 2005 ii) a judicial hypothec (hypothèque judiciaire) dated 20<sup>th</sup> February, 2009 iii) a judicial hypothec (hypothèque judiciaire) dated 30<sup>th</sup> September, 2011 and iv) a judicial hypothec (hypothèque judiciaire) dated 30<sup>th</sup> March 2012.
- 9 The Owner and Mr & Mrs Beslievre acknowledge that this Agreement is legally binding.
- 10 Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Minister decided on 25<sup>th</sup> September 2014 to grant planning permission for the Development subject to the completion of this Agreement.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

## OPERATIVE PART

### 1 DEFINITIONS

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

“Application”		means the application for planning permission dated 9 <sup>th</sup> September 2011 submitted to the Minister for the Development and allocated reference number P/2011/1221
“Bus Shelter Contribution”		means the sum of seven thousand pounds (£7,000) to be paid to the Treasurer of the States and expended by the Minister in accordance with this Agreement on the Bus Shelter

“Bus Shelter”		means the erection of a bus shelter by TTS to serve the Parishes of St Martin, Grouville or St. Clement
“Commencement of Development”		means the date on which any use or operation forming part of the Development begins to be carried out including for the avoidance of any doubt operations consisting of site clearance, demolition work, tree removal, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and the words “Commence” and “Commenced” shall be construed accordingly.
“Development”		means the Development of the Site to “Demolish existing dwellings. Remove existing extension and renovate existing tower. Construct 19 No. residential units of accommodation. Model Available. REVISED PLANS: Demolish existing dwellings. Renovate existing tower. Construct 17 No. residential units of accommodation” ADDITIONAL INFORMATION: Further details received following Royal Court decision. Perspective drawings and heritage appraisal. REVISED PLANS: Alterations to Block A. FURTHER REVISED PLANS: Additional alterations to form and scale of gable to Block A.
“Eastern Cycle Way Route”		means the cycle route established by the Public of Jersey to serve cyclists coming to and going from the east of the Island
“Eastern Cycle Way Route Contribution”		means the sum of seventeen thousand pounds (£17,000) to be paid to the Treasurer of the States and expended by the Minister in accordance with this Agreement on the Eastern Cycle Route
“Footpath Specification”		means a specification for the carrying out of works for a roadside footpath on the Site

“Footpath Works”		means those works to be carried out in accordance with the Footpath Specification
“Index”		means the All Items Index of Retail Prices for Jersey as issued by the Statistics Unit to the States of Jersey
“Interest”		means interest at three per cent above the base lending rate of HSBC Bank Plc from time to time.
“Law”		means the Planning and Building (Jersey) Law 2002
“Occupation” 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”		means the plan attached to this Agreement
“Planning Permit”		means the planning permission subject to conditions granted by the Minister pursuant to the Application as set out in the Second Schedule.
“Site”		means the land owned by the Owner and by Mr and Mrs Beslieve against which this Agreement may be enforced as shown edged black on the Plan.
“TTS Minister”.		means the Minister for Transport and Technical Services

## **2 CONSTRUCTION OF THIS AGREEMENT**

2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.

2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

2.5 Any reference to a law of the States of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Law or deriving validity from it.

2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Minister the successors to his statutory functions.

2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

## **3 LEGAL BASIS**

3.1 This Agreement is made pursuant to Article 25 of the Law.

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

#### **4 CONDITIONALITY**

This Agreement shall come into effect immediately upon the date upon which it has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

#### **5 THE OWNER'S COVENANTS**

The Owner and Mr & Mrs Beslievre respectively covenant and agree with the Minister as set out in the Third Schedule to the intent that this Agreement shall be enforceable without limit of time against the Owner and Mr and Mrs Beslievre and any person claiming or deriving title through or under the Owner and Mr & Mrs Beslievre respectively to the Site or any part or parts thereof.

#### **6 THE MINISTER'S COVENANTS**

The Minister covenants with the Owner and Mr & Mrs Beslievre as set out in the Fourth Schedule.

#### **7 PUBLIC REGISTRY OF CONTRACTS**

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

#### **8 MISCELLANEOUS**

8.1 The Owner shall pay to the Minister on completion of this Agreement the reasonable legal costs of the Minister incurred in the negotiation, preparation and completion of this Agreement.

8.2 Where the agreement, approval, consent or expression of satisfaction is required by the Owner and Mr & Mrs Beslievre from the Minister under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Minister by the Director of Planning and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Director at Planning and Building Services, South Hill, St. Helier, Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.

8.3 Any notices on the Owner and Mr & Mrs Beslievre shall be deemed to have been properly served if sent by ordinary post to and addressed to either party marked for the attention of Mr R P



Beslievre at the address given in this Agreement or such other address in the Island of Jersey as otherwise notified to the Minister by the Owner for the purpose by notice in writing.

8.4 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

8.5 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.

8.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

8.7 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.

8.8 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Minister and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Minister by any of the obligations or covenants by the Owner and Mr & Mrs Beslievre in favour of the Minister under this Agreement are in addition to any of the Ministers' statutory powers under the Law.

8.9 Nothing contained herein shall be construed as obviating the need for the Owner and Mr & Mrs Beslievre to obtain or acquire from the Public (whether in its public or private capacity) or the Parish of Grouville (whether in its public or private capacity) or any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.

8.10 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Minister as a result of the Minister agreeing to

accept the covenants agreements and undertakings on the part of the Owner and Mr & Mrs Beslievre as contained herein.

8.11 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 or oblige the Public to accept or take a transfer of land.

8.12 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 or oblige TTS to take over vest or adopt (as the case may be) any apparatus drains conduits services highways or other thing capable of being taken over vested in or adopted by TTS.

8.13 The Minister and/or TTS shall have no liability to the Owner for any costs or delays occasioned by the terms of or failure to obtain or receive timely consents, permissions, orders and approvals or the timeliness of the design, construction or commissioning of any works carried out by TTS.

8.14 The Owners and Mr & Mrs Beslievre shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.

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

## **9 WAIVER**

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

## **10 CHANGE IN OWNERSHIP**

The Owner and Mr & Mrs Beslievre agree with the Minister to give the Minister immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of accommodation purchased by reference to a plan.

## **11 INDEXATION**

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

## **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 HYPOTHECATORS CONSENT**

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

13.2 The Second Hypothecator acknowledges and declares that this Agreement has been entered into by Mr & Mrs Beslievre with its consent and that the part of the Site owned by Mr & Mrs Beslievre shall be bound by the obligations contained in this Agreement and that the security of the Second Hypothecator over the part of the Site owned by Mr & Mrs Beslievre shall take effect subject to this Agreement PROVIDED THAT the Second Hypothecator shall otherwise have no liability under this Agreement unless it takes possession of the part of the Site owned by Mr & Mrs Beslievre in which case it too will be bound by the obligations as if a person deriving title from Mr & Mrs Beslievre.

## **14 JURISDICTION**

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

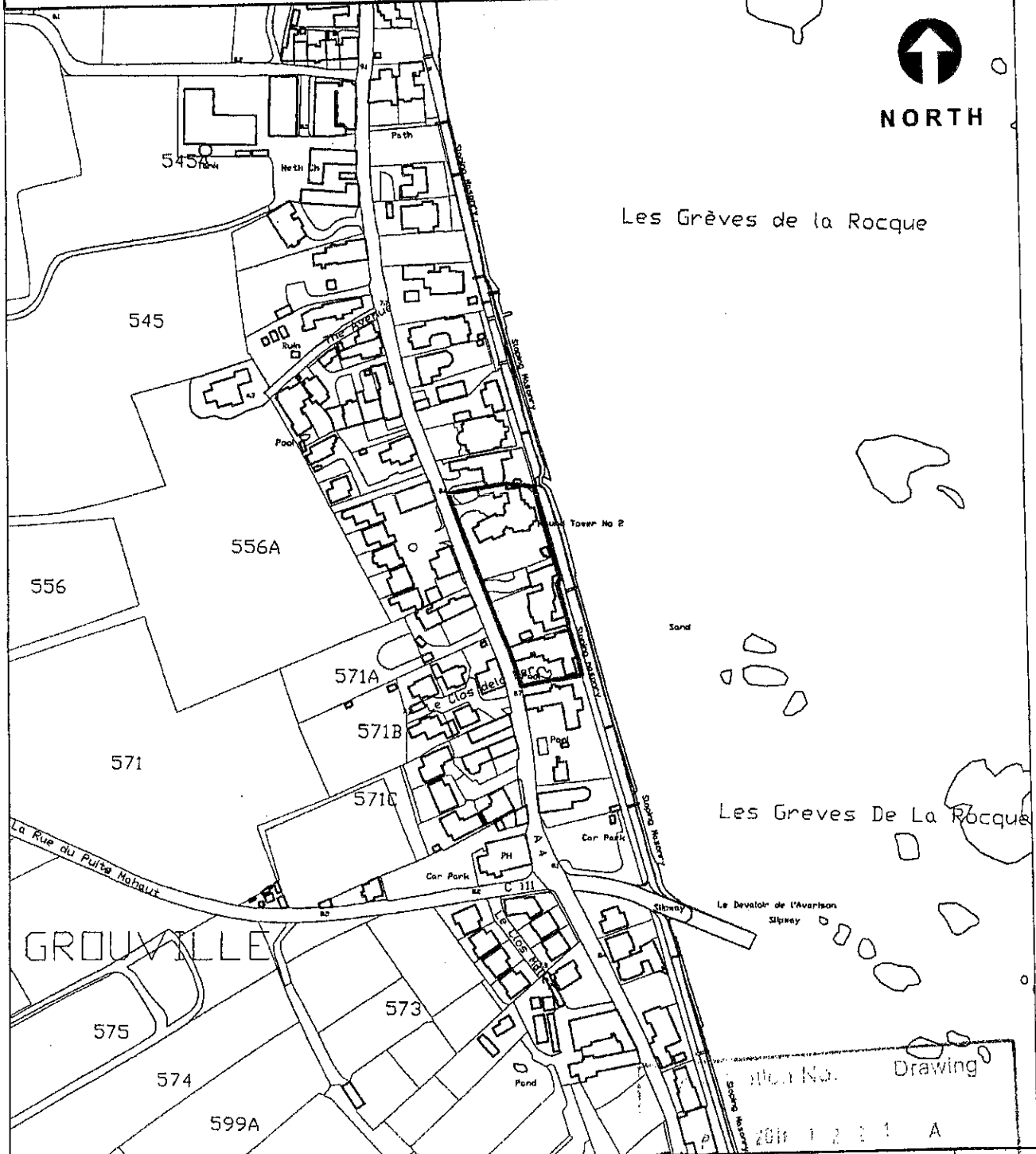
# FIRST SCHEDULE

## Site Plan

**morris architects**

17 LA MOTTE STREET, ST HELIER, JERSEY JE2 4SY  
 Tels: 01534 738635, Fax: 01534 789359, E-mail: [email@morrisarchitects.co.uk](mailto:email@morrisarchitects.co.uk)

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 & Du Roc La Grande Route Des Sablons, Grouville	Drawing <b>Location Plan</b>  Client Seaview Properties Limited	Date	Scale	Drawn by
		Aug 2011	1:2500 (A4)	JSB
		Drawing Number	Revision	
		<b>4856/01</b>		

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

## SECOND SCHEDULE

Form of notice  
 of planning permission



Planning Application Number P/2011/1221

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

### IMPORTANT NOTICE

This notice gives permission under Article 19 of the Planning and Building (Jersey) Law 2002, as amended. In accordance with Article 24(i) of the Law the grant of this permission enures (except insofar as the permission otherwise provides) 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.

The development stated below may also require Building consent under Article 34, for which a separate application will need to be made. If you are in any doubt as to whether building permission is required please telephone the Building Applications Team on 448407 who will be pleased to help.

The Minister for Planning & Environment, having considered your application hereby GRANTS PERMISSION TO DEVELOP LAND<sup>1</sup> under Article 19 of the Planning and Building (Jersey) Law 2002.

Demolish existing dwellings. Remove existing extension and renovate existing tower. Construct 19 No. residential units of accommodation. Model Available. REVISED PLANS: Demolish existing dwellings. Renovate existing tower. Construct 17 No. residential units of accommodation. ADDITIONAL INFORMATION: Further details received following Royal Court decision. Perspective drawings and heritage appraisal. REVISED PLANS: Alterations to Block A. FURTHER REVISED PLANS: Additional alterations to form and scale of gable to Block A.

To be carried out at:

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

### PLEASE NOTE

This decision is purely permissive and in no way absolves 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 an applicant from the need to obtain the permission of the owner of the land to which a permission relates.

The proposed development has been amended to address concerns raised and is considered to be acceptable having due regard to all of the

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# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

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material considerations raised. In particular, the development has been assessed against Policies GD1, GD3, GD5, HE1, HE5, H6, BE4 and WM1 of the Jersey Island Plan 2011. In this case, having regard to the character and grain of the area, and the scale, form and architecture of the proposal, alongside the full package of works including to the Martello tower, the proposed development is regarded as acceptable because it is in the Built Up Area, in accord with the Spatial Strategy, does not harm the Shoreline Zone objectives, does not detract from the amenities of the area and provides enhancements to the urban form and historic environment.

The impact on the setting of individual Listed Buildings has also been considered and found to be acceptable particularly when balanced across the impacts on all Listed Buildings, and other planning considerations within the application.

In addition, the representations raised to the scheme have been assessed. It is considered that the proposal does not have an unreasonable impact on amenities of neighbours or the area generally.

As such, a balanced assessment of the application concludes that it accords with the terms of the policies within the Jersey Island Plan 2011. The representations received regarding the impact on Seymour Cottage have been fully assessed. The Minister considers that the proposal would not adversely affect the historic interest of this Listed building or its setting. If a minor adverse impact upon this Grade 4 building was accepted this would be balanced by the significant positive benefits to the Grade 3 Keppel Tower.

Subject to compliance with the following conditions and approved plan(s):

### Standard Condition

- A. If the development hereby permitted has not commenced within five years of the decision date, this permission shall cease to be valid.

**Reason:** The Minister for Planning & Environment reserves the right to reconsider this proposal consequent on any future change of circumstances or policy.

### Condition(s):

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## PLANNING AND BUILDING (JERSEY) LAW 2002

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1. 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 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.

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 Minister for Planning and 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 Minister for Planning and Environment gives written consent for a variation of the scheme.

4. A Percentage for Art contribution must be delivered in accordance with the Percentage for Art Statement submitted to, and approved by, the Minister for Planning and Environment (Drawing L). The approved work of art must be installed prior to the first use/occupation of any part of the development hereby approved.

5. 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 solar panels for the leisure block, windows, downpipes, hoppers, gutters, railings, roof materials, elevational finishes and road / footpath / driveway surfacing, shall be submitted to and approved by the Minister for Planning and Environment, implemented, and thereafter

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## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2011/1221

maintained.

6. Prior to first use of the new junction of the site and La Grande Route des Sablons, everything within the required visibility sight lines (as shown on drawing C), including gates, walls, railings and plants growth is to be permanently restricted in height to 900mm above road level.

7. 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 Minister for Planning and Environment, implemented, and thereafter maintained.

8. Prior to the commencement of development, a Demolition and Construction Environmental Management Plan shall be submitted to and approved by the Minister for Planning and 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 Minister for Planning and 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;

9. 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 Minister for Planning and Environment. Such areas shall thereafter be permanently retained for the purposes of parking / manoeuvring.

10. 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 other communications infrastructure), electric car charging points and proposed rainwater harvesting, shall be submitted to and approved in writing by the Minister for Planning and Environment, to be thereafter implemented prior to

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# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2011/1221

first occupation and maintained in perpetuity.

11. Prior to first occupation of the units within Block A or Block D the windows as identified on approved drawing F shall be fitted with obscured glazing and be of restricted opening, in a manner to be first submitted to and agreed in writing by the Minsiter for Planning and Environment, to be thereafter maintained in perpetuity.

12. 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.

13. Notwithstanding the information within the submitted drawings, no works are approved to the Martello tower. Prior to the commencement of development a schedule of investigative works and the proposed repair, restoration, and future management shall be submitted to and agreed in writing by the Minister for Planning and Environment, to be thereafter implemented in full prior to first occupation of any of residential units hereby approved.

14. Notwithstanding the information within the submitted drawings, prior to the commencement of development the Archaeological Desk Based Assessment shall be amended in accordance with the HET consultation response of 10 October 2011 and a programme of works and timetable for those works is agreed with the Minister for Planning and Environment to include as a minimum: that a full standing building recording is carried out; an English Heritage Level 1 visual record of the 19th century extension is undertaken; that trench evaluation of no less than 5% of the project site shall be carried out prior to the inception of groundwork; and, that the final development be subject to monitoring by an agreed project archaeologist.

15. Prior to the commencement of development, revised drawings shall be submitted showing the first floor privacy screen on the south side of Block A increased in height to 1.8m from the finished floor level. The screen shall be installed prior to first occupation and maintained in perpetuity thereafter.

### 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

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## PLANNING AND BUILDING (JERSEY) LAW 2002

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accordance with Policies GD1 and GD7 of the Jersey Island Plan 2011.

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 Jersey Island Plan 2011.
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 Jersey Island Plan 2011.
4. In accord with the provisions of Policy GD8 of the Jersey Island Plan 2011.
5. 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 Jersey Island Plan 2011.
6. 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 Jersey Island Plan 2011.
7. 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 Jersey Island Plan 2011.
8. 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 Jersey Island Plan 2011.
9. To ensure that the site has adequate car parking facilities in accordance with Policies GD1 and H6 of the Jersey Island Plan 2011.
10. In the interest of sustainable development and adequate service infrastructure, and to accord with Policies GD1 and H6 of the Jersey Island Plan 2011.
11. In the interests of the amenities of the area and to accord with the provisions of Polciy GD1 of the Jersey Island Plan 2011.

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12. In the interest of sustainable development, to protect the amenities of the area,, and to accord with Policies GD1 and H6 of the Jersey Island Plan 2011.
13. In the interests of the preservation and enhancement of the historic environment, in accordance with Policies HE1 and HE5 of the Jersey Island Plan 2011.
14. In the interests of the preservation and enhancement of the historic environment, in accordance with Policies HE1 and HE5 of the Jersey Island Plan 2011.
15. In the interests of the amenities of the neighbour to the south, in accordance with Policy GD1 of the Jersey Island Plan 2011.

### 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.

A: Location Plan  
 H: Section 1-20 Sheet 1  
 I: Section 1-20 Sheet 2  
 K: Existing Vegetation Survey Plan  
 L: Percentage for Art Statement  
 N: Waste Management Plan  
 O: Transport Statement  
 P: Site Section  
 Q: Existing Grain  
 AC: Crime Impact Statement  
 AD: Archaeological DBA  
 AE: Drainage Report  
 MA Survey Site Plan Sheet 02 4856/14/A  
 Report on Setting Heritage Assets  
 Basement Floor Layout 4856/03/C  
 Ground Floor Layouts & Site Plan 4856/04/F  
 First Floor Layouts 4856/05/D  
 Second Floor Layouts 4856/06/D  
 Elevations 4856/07/G  
 Planning Drawing Strip Elevations & Site Sections 4856/15/B

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# Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2011/1221

If written representations were made on this application this permission shall not have effect for a period of 28 days from the date of this notice, in order to allow for the lodging of any 'third party' appeal against the decision under Article 114 of the Law of the Planning and Building (Jersey) Law 2002.

If during this period a person appeals in accordance with Article 114 of the Law, the decision shall not have effect until either the appeal is withdrawn or is determined. When any such appeal is determined the decision shall have effect, if at all, in accordance with that determination.

Signed for Director

APPROVED

### THIRD SCHEDULE

#### **The Owner and Mr & Mrs Beslievre Covenant with the Minister**

The Owner and Mr & Mrs Beslievre covenant and agree and undertake:

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

#### **BUS SHELTER**

- 2 not to Occupy the Development until such time as the Owner has:

- a. procured a bus shelter (including a nature interpretation board) on land opposite the Seymour Public House, and
- b. the works for the said bus shelter have been completed to the satisfaction of the TTS Minister.

Or, in the alternative, to 2(a) and (b) above at the Owner's option

- a. to pay the Bus Shelter Contribution to the Treasurer of the States prior to the Occupation of Development, and
- b. not to Occupy the Development until such time as the Owner has paid to the Treasurer of the States the Bus Shelter Contribution.

#### **CYCLEWAY**

- 3 to pay the Eastern Cycle Way Route Contribution to the Treasurer of the States prior to the occupation of the Development.
- 4 not to Occupy the Development until such time as the Eastern Cycle Way Route Contribution has been paid to the Treasurer of the States.

#### **FOOTPATH**

- 5 Not to Commence the Development until the Footpath Specification and drawings has been submitted to and approved by the TTS Minister. For the purposes of this obligation the TTS Minister shall have not less than 3 months to consider the details of the Footpath Specification.
- 6 Not to Commence that part of the Development comprising of the Footpath Works until the Owner has given to the TTS Minister forty-two (42) days' notice in writing of its intention so to do.

- 7 Not to Occupy the Development until such time as the Footpath Works have been carried out and completed by the Owner the whole in accordance with the approved Footpath Specification and to expeditiously complete the same to the reasonable satisfaction of the Minister (in consultation with the TTS Minister).
- 8 That on completion of the Footpath Works the Owner shall provide to or procure via his 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 copy to the TTS Minister (for land survey and tying into the island co-ordinate system).
- 9 That on completion of the Footpath Works to notify the TTS Minister that the Owner considers that the Footpath Works are ready and complete for transfer.
- 10 Upon the agreement of the TTS Minister that the Footpath Works are ready and complete for transfer the relevant strips of land shall be ceded and transferred free of all charges and encumbrances by the Owner to the Public by contract to be passed before the Royal Court the Owner paying the costs of and incidental to the said transfer (including all and any costs reasonably incurred by the Public).

## **FOURTH SCHEDULE**

### **MINISTER'S COVENANTS**

#### **Repayment of contributions**

1. The Minister hereby covenants with the Owner to use all sums received from the Owner under the terms of this Agreement (for the purposes specified in this Agreement for which they are to be paid or for such other planning purposes arising from the Development as the Minister shall consider to be reasonably appropriate in the circumstances.
  
2. The Minister covenants with the Owner that he will pay to the Owner such amount of any payment made by the Owner to the Minister under this Agreement which has not been expended in accordance with the provisions of this Agreement within five years of the date of receipt by the Minister of such payment.

**SIGNED** on behalf of **SEA VIEW INVESTMENTS LIMITED**

By ..... [Redacted] .....

In the presence of ..... [Redacted] .....

This 6<sup>th</sup> day of October 2014

**SIGNED** by **ROBERT PETER BESLIEVRE** [Redacted]

In the presence of ..... [Redacted] .....

This 6<sup>th</sup> day of October 2014

**SIGNED** by **SUSAN JENNIFER BESLIEVE** née Lloyd-Smith [Redacted]

In the presence of ..... [Redacted] .....

This 6<sup>th</sup> day of October 2014

**SIGNED** on behalf of **ROYAL BANK OF SCOTLAND INTERNATIONAL LIMITED**

By ..... EMILIE KATE GOLDING .....

In the presence of ..... MALCOLM E. S. TUDOR [Redacted] .....

This 2 day of October 2014

**SIGNED** on behalf of **HSBC BANK Plc.**

By [Redacted] Attorney [Redacted] .....

In the presence of ..... [Redacted] .....

This 13<sup>th</sup> day of October 2014



**SIGNED** on behalf of the Minister for Planning and Environment

by ..... [REDACTED] ..... *PETER LE GEEBLEY*

in the presence of [REDACTED] ..... *JOHN NICHOLSON*

this *21<sup>st</sup>* day of *October* 2014