

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

This Planning Obligation Agreement relates to the
development of the former Beach Hotel St Martin Jersey

Dated : 24th January 2014

The Minister for Planning and Environment (1)
Sherrington Limited (2)
The Royal Bank of Scotland International Limited (3)

DATE

24th

January 2014

PARTIES

- (1) The Minister for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Minister")
- (2) Sherrington Limited (the Owner")
- (3) The Royal Bank of Scotland International Limited ("the 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 in perpetuity (à fin d'héritage) of the Property
- 3 The Hypothecator has an interest in the Property by virtue of a judicial hypothec (hypothèque judiciaire) dated 16 March 2007 registered in the Public Registry of Jersey at page 209 of book 126 of the Books of Obligations
- 4 The Owner submitted an application to the Minister for planning permission for the Development and having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Minister is minded to grant planning permission 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 Property in the manner hereinafter appearing and without such the Minister would not be so minded
- 5 The parties acknowledge that this Agreement is legally binding
- 6 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:

"Abandonment"	the abandonment by the Owner of all the benefits of the Existing Planning Consent in accordance with the provisions of this Agreement and in particular on the proviso contained in Clause 4 Conditionality

"Commencement"	the date on which any operation forming part of the Development permitted by the New Planning Consent or any subsequent planning permission for the Development begins to be carried out and "Commence" and "Commenced" shall be construed accordingly
"Completion"	means completion of the Development as such completion shall be evidenced by the issue of a certificate of completion by the Minister pursuant to Article 28 of the Law (and "Completed" shall be construed accordingly)
"Development"	the development of the Property in accordance with the New Planning Consent
"Dwelling Unit"	a residential unit, including a flat, forming part of the Development to be constructed pursuant to the New Planning Consent
"Eastern Cycle Way Route"	means the cycle route established or to be established to serve cyclists coming to and going from the east of the Island
"Eastern Cycle Way Route Contribution"	means the sum of Six thousand pounds (£6,000) to be paid to the Treasurer of the States and expended by the Minister in accordance with this Agreement on the Eastern Cycle Route
"Final Resolution"	the final determination by the Royal Court of a Third Party Appeal or the withdrawal of a Third Party Appeal if earlier
"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.
"Occupation, Occupy and Occupied"	occupation for the purposes permitted by the New Planning Consent 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.
"New Planning Consent"	the planning permission for the Development a copy of which in draft is attached at the Second Schedule.
"Existing Planning Consent"	planning permission granted on 8 December 2003 under reference P/2002/2303 for the Property such as such planning permission may have been varied or extended from time to time a copy of which presently in force is attached at the Third Schedule.
"Pedestrian Footway Works"	all works necessary to set back the north west boundary of the Site from the edge of the main road known as Gorey Coast Road by 1.5 metres and create a pedestrian footway and alterations to the kerb on the land shown as diagonally hatched in black on the plan being Part B of the First Schedule.
"Pedestrian Footway Works Specification"	a specification for the carrying out of the Pedestrian Footway Works.
"Public"	the Public of the Island of Jersey.

"Royal Court"	the Royal Court of the Island of Jersey.
"Property"	the property of the Owners as shown for the purpose of identification only edged with a thick black line and hatched black on drawing 4657/04 herein and is more fully described in the First Schedule upon part of which the Development is to be carried out by the Owner.
"Third Party Appeal"	Any third party appeal against the New Planning Consent brought pursuant to Article 114 of the Law

2 CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to a law of the States of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Law or deriving validity from it.
- 2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Minister or the TTS Minister the successors to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law

3 LEGAL BASIS

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

4 CONDITIONALITY

- 4.1 This Agreement is conditional upon and shall come into effect upon the grant of the New Planning Consent.
- 4.2 PROVIDED ALWAYS that if any Third Party Appeal shall be commenced in the period permitted by Article 114(2) of the Law to the effect that the New Planning Consent shall be suspended in effect till Final Resolution as provided by Article 114(4) of the Law then the Abandonment shall be suspended in effect till Final Resolution whereupon if the Planning Permit is confirmed as provided by Article 114(8)(a) of the Law or the Third Party Appeal is withdrawn the Abandonment shall take it's full and entire effect and if the Third Party Appeal succeeds to the extent that the Minister is ordered to vary the New Planning Consent as provided by Article 114(8)(b) of the Law and the Owner shall not Commence the Development pursuant to such varied New Planning Consent or the Minister is ordered to cancel the New Planning Consent as provided by Article 114(8)(c) of the Law then the Abandonment shall be null and void and of no further effect and subject only to any other provision of the Law which may be relevant thereto the Existing Planning Consent shall remain in full force and vigour as if this Agreement had never been entered into.

5 OWNER AND MINISTER COVENANTS

- 5.1 The Owner covenants and agrees with the Minister as set out in Part A of 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 Property or any part or parts thereof.
- 5.2 The Minister covenants and agrees with the Owner as set out in Part B of the Fourth Schedule.

6 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.

7 MISCELLANEOUS

- 7.1 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.
- 7.2 Where the agreement, approval, consent or expression of satisfaction is required by the Owner 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 - Development Control of Planning and notice or communication to the Minister 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.
- 7.3 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.

- 7.4 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.
- 7.5 Without prejudice to the provisions of Clause 4 this Agreement shall cease to have effect (insofar only as it has not already been complied with) if the New Planning Consent 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;
- 7.6 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 Property but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.7 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the New Planning Consent) granted (whether or not on appeal) after the date of this Agreement.
- 7.8 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 in favour of the Minister under this Agreement are in addition to any of the Ministers' statutory powers under the Law
- 7.9 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from the Public (whether in its public or private capacity) or the Parish of St Martin (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
- 7.10 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 as contained herein
- 7.11 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
- 7.12 All communications and notices served or made under this Agreement shall be in writing.

8 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 from acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

The Owner agrees with the Minister to give the Minister written notice (as soon as reasonably practical following such change) of any change in ownership of any of their interest in the Property 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 Property purchased by reference to a plan but this obligation shall not extend to the disposal of individual Dwelling Units to a purchaser for his own, his family or his tenant's Occupation .

10 HYPOTHECATORS CONSENT

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

11 INDEXATION

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

12 INTEREST

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment.

13 DISPUTE RESOLUTION

In the event that any dispute shall arise in respect of any provision of this Agreement it shall be referred if not resolved within seven working days to the arbitration of an independent arbitrator under the provisions of the Arbitration (Jersey) Law 1998 such arbitrator to be named by the agreement of the parties to the dispute or in default of agreement by the President for the time being of the Royal Institution of Arbitrators upon the application of any party to the dispute

14 GOODS AND SERVICES TAX

14.1 All consideration 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 Deed 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

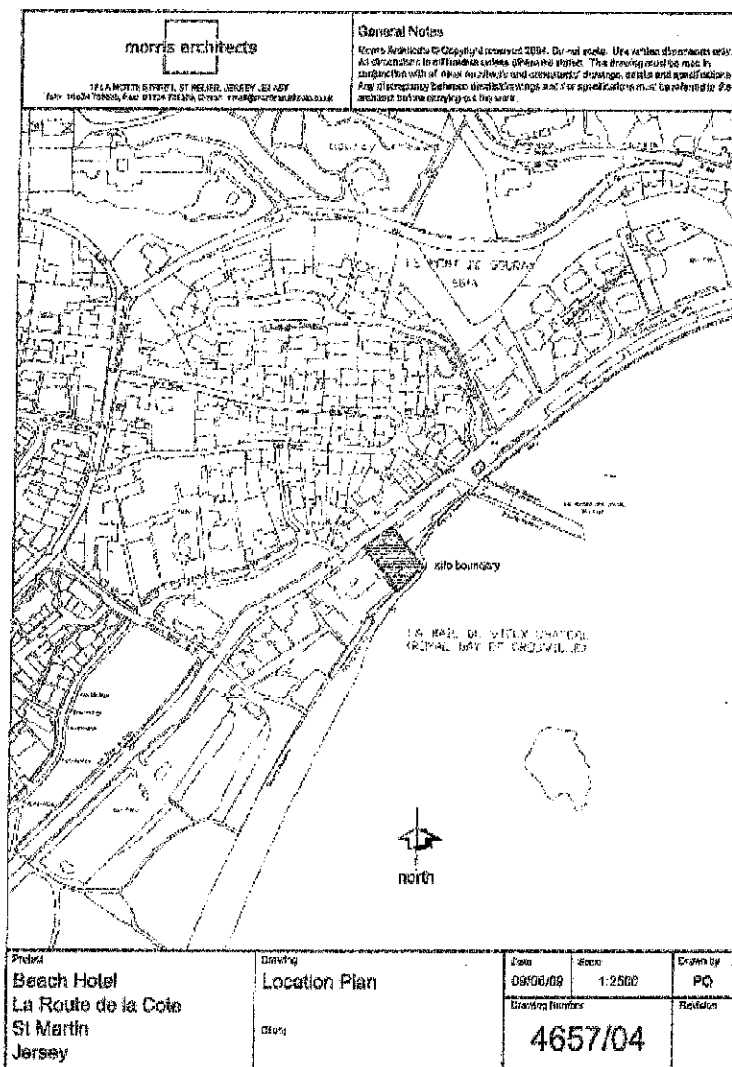
15 JURISDICTION

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

FIRST SCHEDULE

Part A

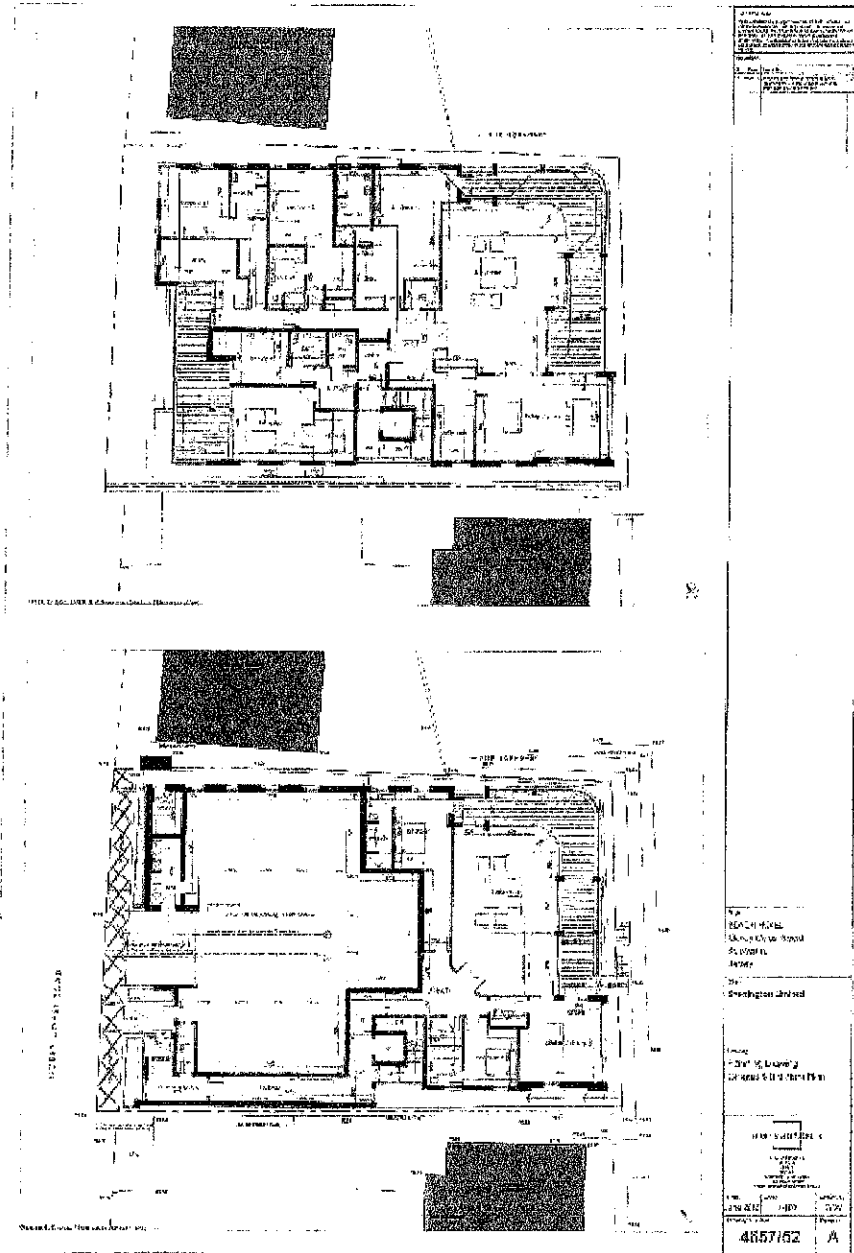
The former Beach Hotel with the yard and land dependent from it situate on the Grande Route de la Cote in the Parish of St Martin Vingtaine of Faldouet the whole as shown for the purposes of identification only on the extract from the Ordnance Survey map of Jersey forming part of this Schedule and being the property to which the owner has right by hereditary purchase by contract date 23 November 2001 from the limited liability company Beck Limited which contract is registered at page 140 of book 1128 of the Public Registry.



(Not to Scale)

Part B

Plan showing the Pedestrian Footway Works



(Not to Scale)

SECOND SCHEDULE
New Planning Consent

Planning Application Number P/2013/0896

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 LAND¹ under Article 19 of the Planning and Building (Jersey) Law 2002.

Demolish existing hotel. Construct 6 No. apartments with covered parking.
(Model Available)

To be carried out at:

Beach Hotel, La Route de la Cote, St. Martin, JE3 6EU.

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.

REASON FOR APPROVAL

Permission has been granted, subject to the conditions as specified, having taken into account the relevant policies of the approved 2011 Jersey Island Plan, together with other relevant policies and all other material considerations, including the consultations and representations received.

It is concluded that in the context of the existing planning permission for

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/0896

the site the current proposal does not cause serious harm to the amenities of neighbours or the wider area. It is further considered that the design changes are an improvement on the approved scheme and the delivery of the pavement works are a benefit to the general public. The application is therefore considered to comply with the policies of the Jersey Island Plan 2011, including GD1 and GD7.

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):

1. Prior to the commencement of development a Demolition / Construction Environmental Management Plan shall be submitted to and agreed in writing by the Minister for Planning and Environment which shall thereafter be implemented in full until the completion of the development. The Plan shall include an implementation programme of mitigation measures to minimise any adverse effects of the proposal, and shall include:

- A. A demonstration of best practice in relation to noise and vibration control and control of dust and emissions;
- 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 resulting 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;
- E. Details of the proposed management of traffic and pedestrians (to include for vehicle wheel washing)
- F. Measures taken to detect and manage any asbestos.

2. Notwithstanding the submitted information a scheme setting out the allocation of the car parking spaces to individual apartments shall be submitted

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/0896

to and approved in writing by the Minister for Planning and Environment, to be implemented in full prior to first occupation and maintained in perpetuity thereafter. For the avoidance of doubt, car parking shall not to be sub-let or reassigned to non-residents of the development.

3. Prior to first occupation of the development hereby permitted the element of party-wall within the new pavement area is to be completely removed and the visibility lines must be provided in accordance with the approved drawings. Everything within the visibility sight lines, including plant growth is to be permanently restricted in height to 900mm above road level.

4. 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 hard and soft landscaping. The landscape scheme shall include revised hard surface treatments to the site access to deliver pedestrian priority and a continuous pavement across the mouth of the entrance, and shall provide details of the following,

- i) 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;
- ii) other landscape treatments to be carried out or features to be created, for example, hard surfacing treatments, or means of enclosure;
- iii) the arrangements to be made for the maintenance of the landscaped areas.

5. All planting and other operations comprised in the landscape scheme hereby approved shall be completed prior to first occupation of any element of the development.

6. 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. The approved work of art must be installed prior to the first occupation of any part of the development hereby approved.

7. Notwithstanding the indications on the approved plans, prior to the commencement of the development full details (including samples and colours) 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

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/0896

maintained in perpetuity.

8. Prior to the commencement of the development a scheme for the provision of non-terrestrial television to the whole of the development shall be submitted to and approved in writing by the Minister for Planning and Environment, to be thereafter implement in full prior to first occupation.

9. Prior to the commencement of the development a scheme for the provision of electric car charging points shall be submitted to and approved in writing by the Minister for Planning and Environment, to be thereafter implement in full prior to first occupation.

Reason(s):

1. In the interests of protecting the amenities of the area generally and to accord with Policy GD1 of the Jersey Island Plan 2011.
2. For the avoidance of doubt and to ensure adequate car parking in accordance with Policy GD1 of the Jersey Island Plan 2011.
3. In the interests of delivering suitable vehicle and infrastructure, in accordance with Policy GD1 of the Jersey Island Plan 2011.
4. To ensure that before development proceeds provision is made for a landscaping regime that will enhance the appearance of the development and to ensure a high quality of design in accordance with Policies SP7 and GD7 of the Jersey Island Plan 2011.
5. 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 SP7 and GD7 of the Jersey Island Plan 2011.
6. In accord with the provisions of Policy GD8 of the Jersey Island Plan 2011
7. To ensure a high quality of design and in accordance with Policies SP7 and GD7 of the Jersey Island Plan 2011.
8. To ensure a high quality of design and in accordance with Policies SP7 and GD7 of the Jersey Island Plan 2011

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Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/0896

9. In the interests of providing adequate service infrastructure 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

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

Location Plan 4657/04

Existing Photographs 4657/50

Proposed Site Plan 4657/51

Proposed Ground & First Floor Plan 4657/52A

Proposed Second & Third Floor Plan 4657/53

Proposed Elevations NW & SE 4657/55

Proposed Elevations NE & SW 4657/54

Proposed Design Statement and Waste Management Plan

Proposed Visualisations 4657/56

Proposed Visualisations (approved) (compared with existing) 4657/57

Proposed Elevations NW & SE (Height Comparisons) 4657/58

Proposed Elevations NE & SW (Height Comparisons) 4657/59

Proposed Massing Model Photographs 4657/60

INFORMATIVE

The applicant is responsible for informing all site workers of their obligations under the Wildlife (Jersey) Law 2000.

INFORMATIVE

Works to the steps to the beach on the eastern side of the site are not authorised by this application, as the steps are outside the site boundary as defined in the submission.

INFORMATIVE

A Planning Obligation Agreement, dated XXXX, accompanies this decision notice.

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.

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/0896

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

DRAFT

APPROVED

THIRD SCHEDULE
Existing Planning Consent

Planning Permit

States of Jersey



Sherrington Ltd
C/O Southfork
La Rue Du Trot
St Martin

South Hill
St Heller
Jersey JE2 4US

Telephone 01534 725511
Facsimile 01534 768952
www.planning.gov.je

Planning Application Number P/2002/2303

ISLAND PLANNING (JERSEY) LAW, 1964.

IMPORTANT NOTICE

This notice gives permission under the Island Planning (Jersey) Law, 1964, as amended, only. The development stated below may also require consent under Building Bye-Laws (Jersey) 2001, for which a separate application should be submitted.

The Environment and Public Services Committee, having considered your application hereby GRANTS PERMISSION TO DEVELOP LAND¹ under the Island Planning (Jersey) Law, 1964, to:

Demolish existing hotel. Construct 6 No. beach front apartments with ancillary carparking & storage:REVISED PLANS

To be carried out at:

Beach Hotel, La Rue a Don, St. Martin.

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 Environment and Public Services Committee reserves the right to reconsider this proposal consequent on any future change of circumstances or policy.

DEVELOP
FOR
PLA

¹ CAUTION

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.

Planning Permit

States of Jersey



Planning
and
Environment
Department

South Hill
St Helier
Jersey JE2 4US

Telephone 01534 725511
Facsimile 01534 768952
www.planning.gov.je

Planning Application Number P/2002/2303

ISLAND PLANNING (JERSEY) LAW, 1964.

Condition(s)

1. Prior to the commencement of the development hereby permitted plans no less than 1:20 scale showing the typical treatment of materials, colours and finishes for the following external features and materials on each elevation, from beach or ground level through to site level, must be submitted to and agreed in writing with the Environment and Public Services Committee:
 - a) the aluminium louvered sunshades to the penthouse, parapet roof, expressed render feature, eaves and secret guttering;
 - b) all windows and doors (including patio doors);
 - c) the treatment of the sea-side tower feature including fenestration and the solar control louvers for;
 - d) all other canopies and awnings, this must include that to the main entrance;
 - e) all balustrading, balconies and external walls, this must include materials used to cap the rendered and granite walls, and balconies;
 - f) all render patterns and finishes, including render bands, string courses and copings;
 - g) all new external steps and gates;
 - h) the treatment of the roof to the lift tower;
 - i) the treatment of the bins stores, including roof doors and guard-rails, this must include the method of opening of the doors;
 - j) the railings and granite pillars to the roadside;

DEVELOPMENT
PERMIT

CAUTION

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(P1; P/2002/2303; Page 2)

Planning Permit

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Planning Application Number P/2002/2303

ISLAND PLANNING (JERSEY) LAW, 1964.

- k) the glazed aluminium, pitched infill on the north-east elevation;
 - l) all privacy screens; and,
 - m) all hard-surfacing materials.
2. Prior to the commencement of the development hereby permitted, details showing the typical treatment, materials, colours and finishes of the following external features on each elevation, from beach or ground level through to site level, must be submitted to and agreed in writing with the Environment and Public Services Committee:
- a) the colour and finish of the cedar boarding
 - b) the colour of all render, this must include the beach wall: and,
 - c) the method of opening of all windows.
3. Notwithstanding the information shown on the approved drawings, prior to the commencement of the development hereby permitted detailed drawings and sections to show the exact height of the proposed new building, this must include existing and proposed site levels and overall building heights, must be submitted to and agreed in writing with the Environment and Public Service Committee.
4. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Environment and Public Services Committee, a scheme of landscaping which shall provide details of the following:
- i) the position of all new shrubs, this must include the species of plants to be planted, their size, number and spacing and the means to be used to support and protect them;



CAUTION

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.

(P1; P/2002/2303; Page 3)



Planning Permit

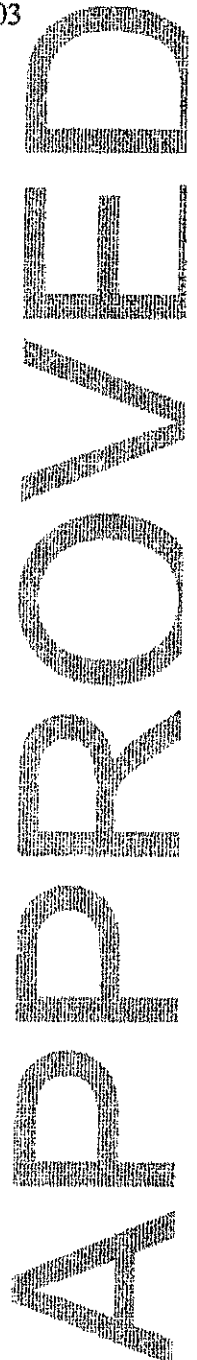
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Planning Application Number P/2002/2303

ISLAND PLANNING (JERSEY) LAW, 1964.

- ii) other landscape treatments to be carried out or features to be created, for example, any excavation works, surfacing treatments, or means of enclosure; and,
 - iii) the arrangements to be made for the maintenance of the landscaped areas.
5. All planting and other operations comprised in the landscaping scheme approved under this permission, shall be carried out and completed in the first planting season following the first occupation of the development.
 6. Any plants planted in accordance with the approved 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 Environment and Public Services Committee gives written consent to a variation of the scheme.
 7. The occupation of the units shall not take place until on-site space for car-parking, garaging and manoeuvring, as shown on approved plan, drawing no.1954 -1APL, has been provided and thereafter permanently retained.
 8. Prior to the first occupation of the development hereby permitted visibility lines must be provided in accordance with the requirements of Public Services - Highways Authority. 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.
 9. The development must be carried out entirely in accordance with the requirements of Public Services - Highway Authority dated 2nd June, 2nd October 2002 and 13th November 2003 unless otherwise agreed in writing with the Environment and Public Services Committee.



CAUTION

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Planning Permit

States of Jersey



Planning
and
Environment
Department

South Hill
St Heller
Jersey JE2 4US

Telephone 01534 725511
Facsimile 01534 788952
www.planning.gov.je

Planning Application Number P/2002/2303

ISLAND PLANNING (JERSEY) LAW, 1964.

10. The use of the beach for whatever purpose during construction is not permitted, or must be agreed after prior consultation with Her Majesty's Receiver General and the Environment Department.

Reason(s)

1. The Environment and Public Services Committee has approved this scheme on the basis that it is provided to an exceptionally high quality. This additional information is needed to ensure that this aim is met.
2. The Environment and Public Services Committee has approved this scheme on the basis that it is provided to an exceptionally high quality. This additional information is needed to ensure that this aim is met.
3. The spot heights quoted on the drawings do not correspond with the actual height of the building as measured; 11.9 metres compared with 12.3 metres. The height of this building is absolutely critical and the Environment and Public Services Committee want to be absolutely certain about this before any new building is constructed.
4. To ensure that before development proceeds provision is made for a landscaping regime that will enhance the appearance of the development.
5. To ensure that the benefits of the approved landscaping scheme are not delayed and consequently make an early contribution to the amenity of the site in the interest of sustaining and enhancing landscape quality.
6. 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.

APPROVED

CAUTION

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.

(P1; P/2002/2303; Page 5)

Planning Permit

States of Jersey



Planning
and
Environment
Department

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St Heller
Jersey JE2 4US

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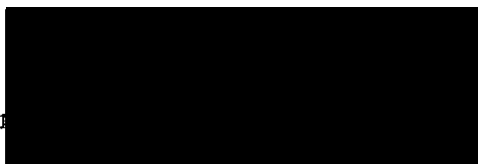
7. To ensure that the development provides adequate provision for off-street parking and manoeuvring for users of the site, in the interests of highway safety and the general amenities of the area.
8. In the interests of highway safety.
9. In the interests of highway safety.
10. This is to ensure that any use of heavy plant or the transfer or temporary storage of construction materials or chemicals does not have a harmful impact upon this environmentally sensitive area.

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

- A. Location Plan
- L. Survey
- V. Ground Floor Plan & Site Layout
- W. First Floor Plan
- X. Second Floor Plan
- Y. Penthouse Floor Plan
- Z. S.E Elevation
- AA. N.W Elevation
- AB. N.E Elevation
- AC. S.W Elevation
- AD: Cross Section

8 December 2003

Signature



Director

APPROVED

CAUTION

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(P1; P/2002/2303; Page 6)

FOURTH SCHEDULE

Part A

The Owner Covenants with the Minister

The Owner covenants, agrees and undertakes with the Minister:

Commencement

- 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

Existing Planning Consent

- 2 To surrender and relinquish without any claim to compensation the Existing Planning Consent and all and any the rights conferred upon them by the Existing Planning Consent which shall be deemed to be revoked by this agreement.
- 3 Without prejudice to the generality of 1 above not to take any action to implement or further implement in any respect the Existing Planning Consent.
- 4 Without prejudice to the generality of 1 above not to object to or seek or claim or take any action to obtain any compensation as a result of this Agreement, of any deemed revocation or any future revocation order under the Law in respect of the Existing Planning Consent

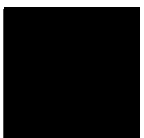
Footway

- 5 Not to Commence the Development before the Pedestrian Footway Works Specification has been submitted to the Minister for his approval (in consultation with the TTS Director) and has been approved by the Minister.
- 6 To give four weeks notice to the TTS Director of the intention to commence the Pedestrian Footway Works
- 7 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.
- 8 That on completion of the Pedestrian Footway 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 further copy for the TTS Minister (for land survey and tying into the island co-ordinate system).
- 9 Not to Occupy or cause or permit to be Occupied any Dwelling Unit on the Site until the Pedestrian Footway Works have been completed to the reasonable satisfaction of the Minister (in consultation with the TTS Minister).
- 10 That on completion of the Pedestrian Footway Works to notify the TTS Minister that the Owner considers that the Pedestrian Footway Works are ready and complete for transfer
- 11 On completion of the Pedestrian Footway Works the Owner shall cede and transfer and the Public shall take conveyance of the relevant land (shown for the purposes of identification cross hatched black on drawing 4657/52A which is annexed hereto)

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)

Cycleway

- 12 To pay the Eastern Cycle Way Route Contribution to the Treasurer of the States prior to the Occupation of the Development
- 13 Not to Occupy the Development until such time as the Eastern Cycle Way Route Contribution has been paid to the Treasurer of the States.



FOURTH SCHEDULE
PART B

The Minister covenants with the Owner

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 the Mini

by

in the presence of

this 23rd day of January 2014

Signed on behalf of the Mini

by

in the presence of

this 20th day of January 2014

Signed on behalf of the Mini

by

in the presence of

this 21st day of January 2014

