

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twelve, the twentieth day of December.

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, Jersey Strawberry Farm (1990) Limited and Barclays Private Clients International Limited in relation to The Living Legend, La Rue du Petit Aeval, St Peter, be registered in the Public Registry of this Island.


Greffier Substitute

LOD

Reg. Pub.

L1306-150--



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

relating to the development of The Living
Legend, La Rue du Petit Aeval, St Peter JE3
7ET

Dated :

19th December

2012

The Minister for Planning and Environment (1)

Jersey Strawberry Farm (1990) Limited (2)

Barclays Private Clients International Limited (3)

L1306-151--



DATE

19th December

2012

PARTIES

- (1) The Minister for Planning and Environment of South Hill St Helier Jersey JE2 4US ("the Minister")
- (2) Jersey Strawberry Farm (1990) Limited (Co Regn. 46353) of Living Legend, La Rue du Petit Aeval, St Peter, JE3 7ET ("the Owner")
- (3) Barclays Private Clients International Limited (Isle of Man Co Regn 20317) ("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 of the Site being the remainder of the property to which it had right in perpetuity (*à fin d'héritage*) by virtue of a contract of purchase from Jersey Strawberry Farm (1984) Limited passed before the Royal Court on 23rd February, 1990
- 3 The Owner submitted the Application to the Minister
- 4 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.
- 5 The parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 6 The Hypothecator has an interest in the Site by virtue of a judicial hypothec (*hypothèque judiciaire*) dated 25th November, 2011
- 7 The Owner acknowledges that this Agreement is legally binding
- 8 Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Minister decided on 12th October, 2012 to grant planning permission for the Development subject to the completion of this Agreement.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**OPERATIVE PART**

L1306-152--



1 DEFINITIONS

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

- "Application"** the application for outline planning permission dated 18th June, 2012 submitted to the Minister for the Development and allocated reference number PP/2012/0739
- "Bus Shelter Contribution"** means the sum of twelve thousand pounds (£12,000) indexed 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"** the means the erection of a bus shelter by TTS at Greenhills bus stop
- "Commencement of Development"** 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"** the Development of the Site to "Convert and demolish part of existing tourist attraction and leisure facility to create a 65 bedroom care home and 1 No.6 bedroom residence, together with the construction of 5 No. new 4 bedroom dwellings together with associated parking and landscaping" as set out in the Application
- "Footpath Contribution"** means the sum of five thousand pounds (£5,000) indexed to be paid to the Treasurer of the States and expended by the Minister in accordance with this Agreement on the improvement by TTS of the public footpath in St. Peter's Valley
- "Index"** All Items Index of Retail Prices for Jersey as issued 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" and "Occupied"** occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction, fitting out or decoration or



	occupation for marketing or display or occupation in relation to security operations.
"Plan"	the plan attached to this Agreement as the First Schedule
"Planning Permit"	the outline planning permission subject to conditions granted by the Minister pursuant to the Application as set out in the Second Schedule.
"Site"	the land against which this Agreement may be enforced as shown edged with and hatched by solid black lines on the Plan.
"TTS"	Transport and Technical Services.
"TTS Director"	the relevant Director of Transport and Technical Services or his/her appointed representative for the time being to the States of Jersey.

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 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 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 covenants and agrees 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 any person claiming or deriving title through or under the Owner to the Site or any part or parts thereof.

6 THE MINISTER'S COVENANTS

The Minister covenants with the Owner 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 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 shall be deemed to have been properly served if sent by ordinary post to and addressed to either party marked for the attention of Chris Lewis 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 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 to obtain or acquire from the Public (whether in its public or private capacity) or the Parish of St Peter (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 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 and to that end the certificate in writing (such certificate to be accompanied by or make reference to as built drawings) of the TTS Director of Transport as to the nature and/or extent of such taking over vesting or adoption shall be final
- 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 Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein
- 8.15 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 agrees 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 occupation 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

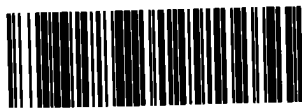
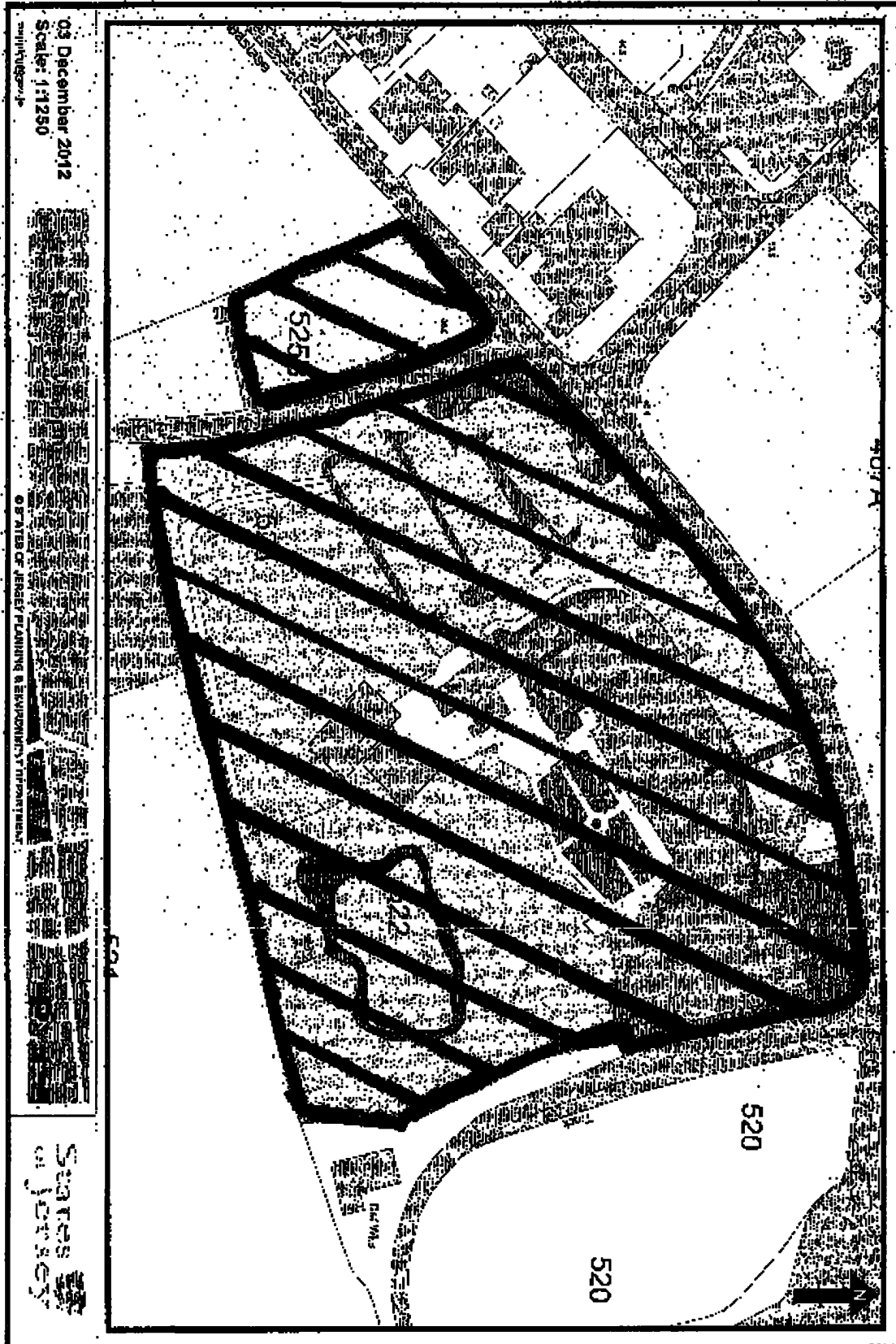
The Hypothecator acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the Hypothecator over the Site shall take effect subject to this Agreement PROVIDED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

14 JURISDICTION

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



FIRST SCHEDULE Plan



**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

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

Planning Application Number PP/2012/0739
Property Number 2887

Dear Sir/Madam

Application Address:	The Living Legend, La Rue du Petit Aleva, St. Peter, JE3 7ET.
Description of Work:	Convert and demolish part of existing tourist attraction and leisure facility to create a 65 bedroom care home and 1 No.6 bedroom residence, together with the construction of 5 No. new 4 bedroom dwellings together with associated parking and landscaping. Model Available.

Please find enclosed notice of The Minister for Planning & Environment's decision regarding the above application.

Please note that the Conditions imposed on the Notice are important and should be strictly adhered to and any subsequent changes to the development which may affect the requirements of the Conditions should be notified to the Minister for Planning and Environment as soon as possible.

Failure to comply with the attached Conditions may result in the Minister for Planning and Environment instigating Enforcement Action.

Yours faithfully

Derek Smyth MSc BA (Hons) MRTPI
Senior Planner
Planning & Building Services
Department of the Environment
direct dial: +44 (0) 1534 448475
fax: +44 (0) 1534 445528
email: d.smyth@gov.je
www.gov.je

L1306-159--

Encl.



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Chief Executive Officer: Andrew Scate BA (Hons), Dip TP, MRTPI

**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

Planning Application Number PP/2012/0739

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 and Environment, having considered your application hereby **GRANTS PERMISSION TO DEVELOP LAND¹** under Article 19 of the Planning and Building (Jersey) Law 2002.

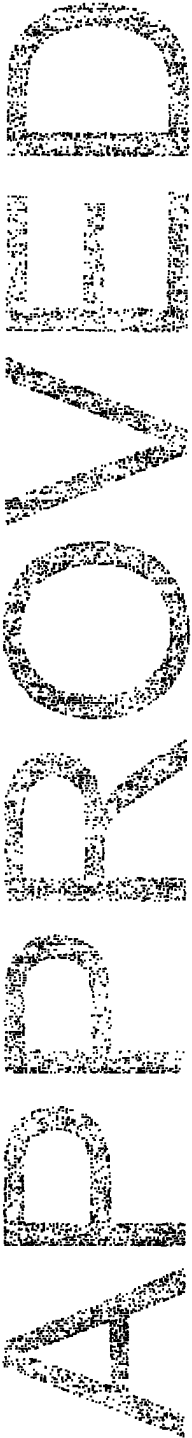
Convert and demolish part of existing tourist attraction and leisure facility to create a 65 bedroom care home and 1 No.6 bedroom residence, together with the construction of 1 No.new 4 bedroom dwellings together with associated parking and landscaping. Model Available.

To be carried out at:

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

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.



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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number PP/2012/0739

REASON FOR APPROVAL: The proposed development is considered to be acceptable having considered all of the material considerations raised. In particular, the development has been assessed against Policy NE7 of the 2011 Jersey Island Plan in which applications for development in the Green Zone are assessed. In this case, the proposal can be considered as a valid exception to the normal presumption against development as it would give rise to demonstrable environmental gains and would make a positive contribution to the repair and restoration of landscape character of the area.

The proposed development is regarded as acceptable because the design, siting and appearance of the development is acceptable and can be accommodated on the site without adversely impacting on the amenities of adjoining neighbours; the development makes best use of previously developed land in accordance with the principles of sustainability and the development can provide suitable drainage and parking arrangements.

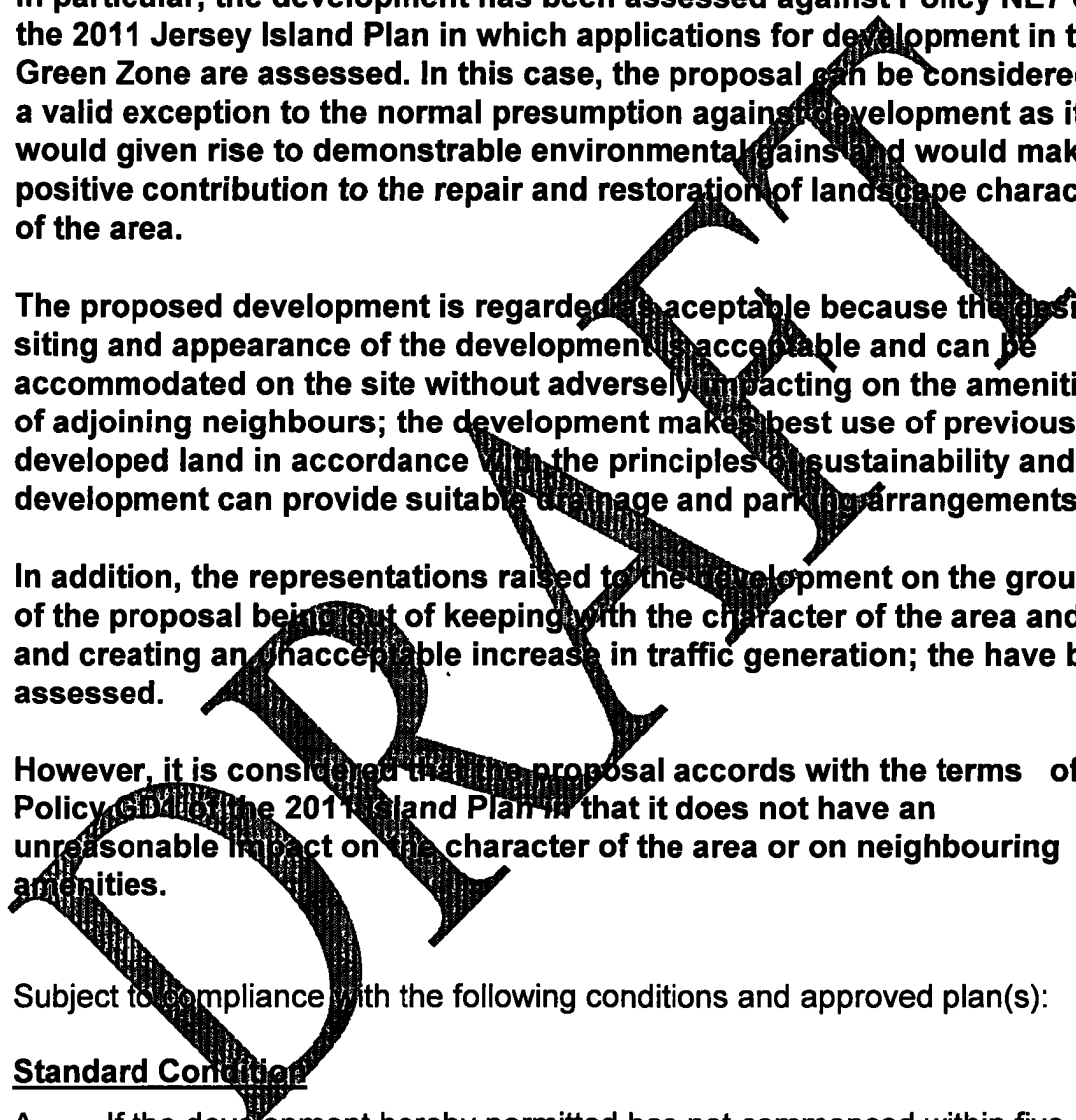
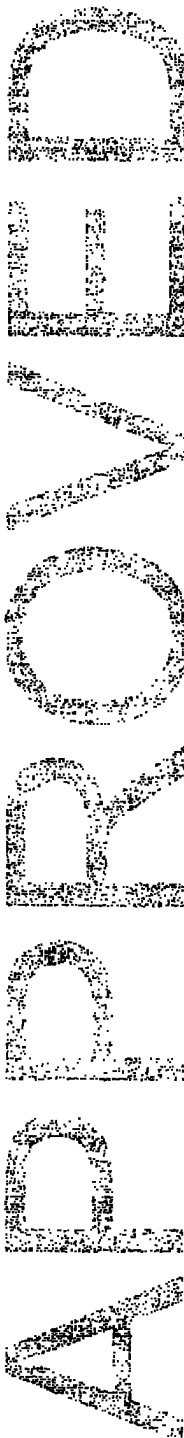
In addition, the representations raised to the development on the grounds of the proposal being out of keeping with the character of the area and creating an unacceptable increase in traffic generation; the have been assessed.

However, it is considered that the proposal accords with the terms of Policy ED1 of the 2011 Island Plan in that it does not have an unreasonable impact on the character of the area or on neighbouring amenities.

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.



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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number PP/2012/0739

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. This permission does not authorise the carrying out of any development until an application (or applications) for detailed permission has (have) been submitted to and approved in writing by the Minister for Planning and Environment (the "Minister"). The Reserved Matters submission shall include:

- i) the detailed landscape proposals; and
- ii) the design of the new residential units.

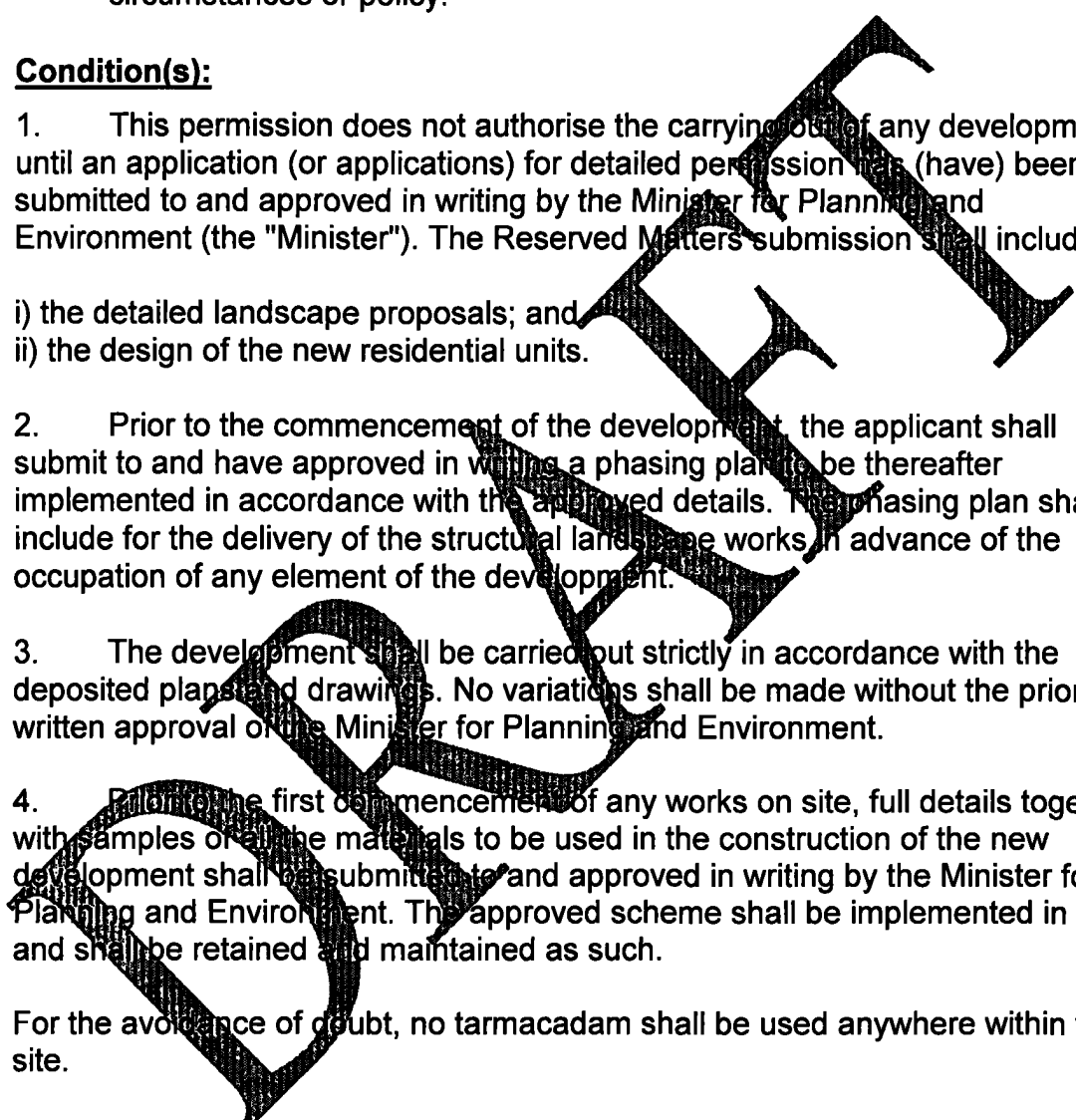
2. Prior to the commencement of the development, the applicant shall submit to and have approved in writing a phasing plan to be thereafter implemented in accordance with the approved details. The phasing plan shall include for the delivery of the structural landscape works in advance of the occupation of any element of the development.

3. The development shall be carried out strictly in accordance with the deposited plans and drawings. No variations shall be made without the prior written approval of the Minister for Planning and Environment.

4. Prior to the first commencement of any works on site, full details together with samples of all the materials to be used in the construction of the new development shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented in full and shall be retained and maintained as such.

For the avoidance of doubt, no tarmacadam shall be used anywhere within the site.

5. Before the commencement of any works on site, a landscaping scheme shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be undertaken within the first available planting season and any trees which die, are removed or become



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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number PP/2012/0739

seriously diseased within a period of five years from the date the planting first takes place, shall be replaced in the next planting season with others of a similar size and species.

The Landscape Architect must give written confirmation to the Minister for Planning and Environment that they are satisfied that the works are completed in accordance with the approved plans and the quality of the materials and workmanship is of the highest order.

6. In conjunction with Condition 5 above a Landscape Management Plan including long term objectives, management responsibilities and maintenance schedules for all communal landscaped areas shall be submitted to and approved in writing by the Minister for Planning and Environment prior to the first occupation of any part of the development.

7. Prior to the commencement of the development, an ecology survey shall be undertaken by a suitably qualified and competent person approved by the Minister for Planning and Environment and shall include:

- i) confirmation as to which species are present or likely to be present;
- ii) an estimation of population size;
- iii) an assessment of the importance of the site in terms of population of the species affected and the likely effect of the development on such population;
- iv) how the species make use of the site and whether there are connections to adjoining land or sites;
- v) consideration should be given to non-breeding habitats upon which species present may depend.

Should the evidence of any protected species on site be verified, development may not commence until adequate mitigation measures and procedures have been submitted to and approved in writing by the Minister for Planning and Environment. Such mitigation measures shall be implemented in full.

8. No tree felling or hedge removal or any clearance works shall be undertaken between the period 1st March to 31st July in any calendar year unless a written statement has been submitted from a qualified and competent person confirming that there are no nesting birds or other protected wildlife in any of the trees or hedgerows to be felled or removed. The written statement

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Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

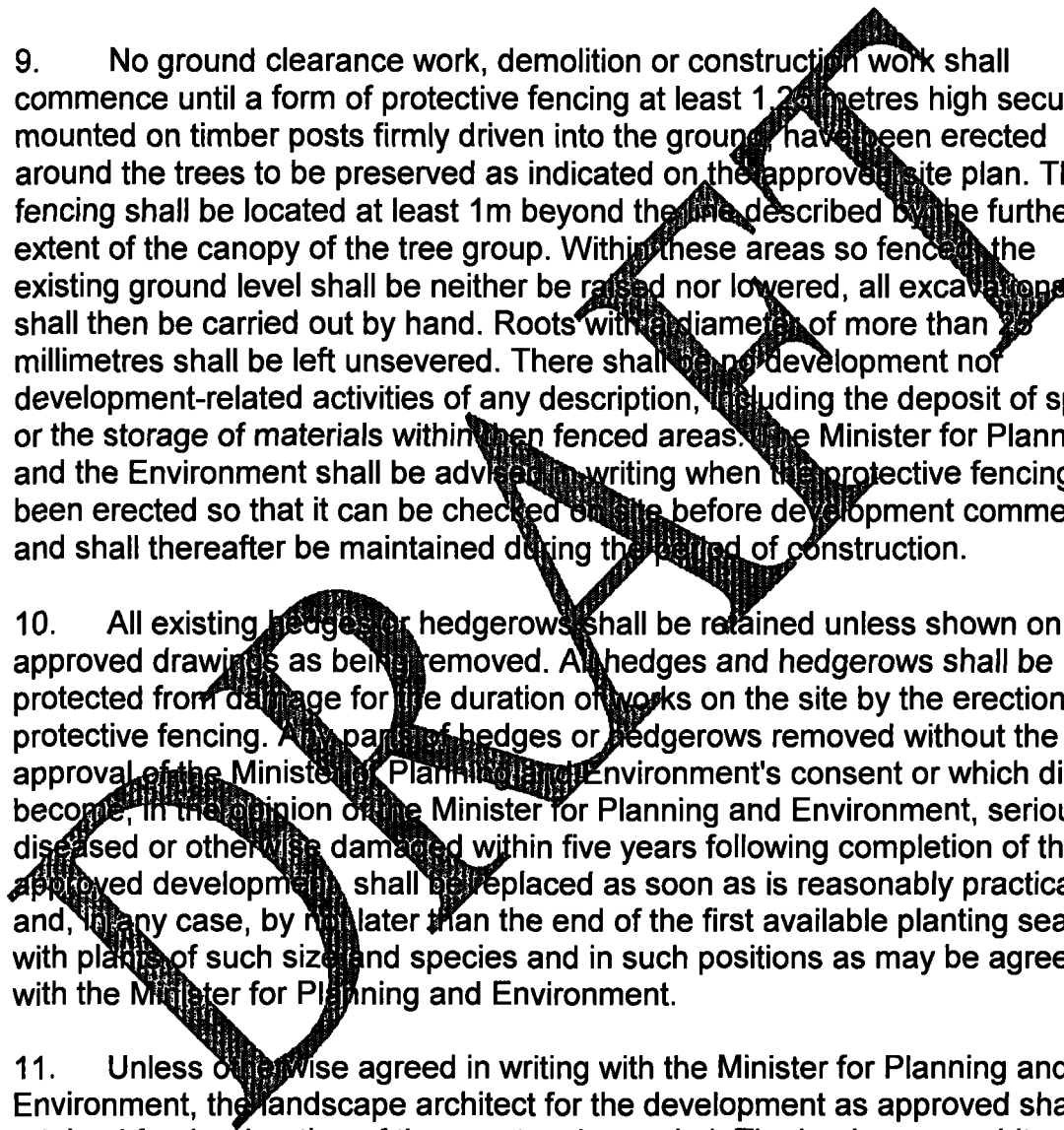
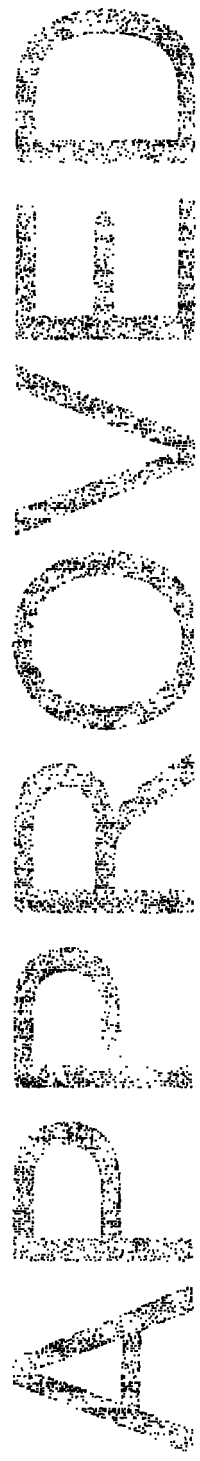
Planning Application Number PP/2012/0739

shall be submitted to and approved by the Minister for Planning and Environment at least 5 working days in advance of any felling or clearance works.

9. No ground clearance work, demolition or construction work shall commence until a form of protective fencing at least 1.2 metres high securely mounted on timber posts firmly driven into the ground have been erected around the trees to be preserved as indicated on the approved site plan. The fencing shall be located at least 1m beyond the line described by the furthest extent of the canopy of the tree group. Within these areas so fenced, the existing ground level shall be neither be raised nor lowered, all excavations shall then be carried out by hand. Roots with a diameter of more than 25 millimetres shall be left unsevered. There shall be no development nor development-related activities of any description, including the deposit of spoil or the storage of materials within any fenced areas. The Minister for Planning and the Environment shall be advised in writing when the protective fencing has been erected so that it can be checked on site before development commences and shall thereafter be maintained during the period of construction.

10. All existing hedges or hedgerows shall be retained unless shown on the approved drawings as being removed. All hedges and hedgerows shall be protected from damage for the duration of works on the site by the erection of protective fencing. Any parts of hedges or hedgerows removed without the prior approval of the Minister for Planning and Environment's consent or which die, or become, in the opinion of the Minister for Planning and Environment, seriously diseased or otherwise damaged within five years following completion of the approved development shall be replaced as soon as is reasonably practicable and, in any case, by no later than the end of the first available planting season, with plants of such size and species and in such positions as may be agreed with the Minister for Planning and Environment.

11. Unless otherwise agreed in writing with the Minister for Planning and Environment, the landscape architect for the development as approved shall be retained for the duration of the construction period. The landscape architect (or another landscape architect approved by the Minister for Planning and Environment in writing before engagement), shall provide written confirmation to the Minister for Planning and Environment prior to first occupation of a



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written endorsement/confirmation of the satisfactory final completion of the landscaping scheme.

12. No development shall take place until a scheme of for drainage and surface water drainage has been submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented in full before the development is first brought into use and shall be retained and maintained as such.

13. Prior to the commencement of development, a Demolition and Construction Environmental Management Plan shall be submitted to and approved in writing by the Minister for Planning and Environment. The Demolition and Construction Environmental Management Plan shall thereafter be 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 include 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, restricted to 0800-1800 Monday to Friday and 0800-1300 hours Saturdays with no working on Sundays or Public Holidays;
- (iv) Details of any proposed washing/sorting of waste material on site;
- (v) Parking of vehicles of site personnel, operatives and visitors;
- (vi) Loading and unloading of plant and materials, and
- (vii) Storage of plant and materials used in demolishing and then constructing the development.

14. Notwithstanding the provisions of the Planning and Building (General Development) (Jersey) Order 2011 (or any order revoking and re-enacting that order with or without modification), the following development shall not be undertaken to the any of the dwellings hereby approved without express planning permission first being obtained from the Minister for Planning and

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Decision Notice

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Environment.

- Extension to the dwelling (to include a conservatory);
- Free standing buildings within the curtilages of the dwelling;
- Addition or alteration to the roof;
- Erection of a porch;
- Any windows or dormer windows;
- Hard surfacing;
- Container for the storage of oil;
- Satellite antenna, and
- Fences, gates or walls.

15. The garages to all the house types shall not be used for any purpose other than those incidental to the enjoyment of a dwelling house but not including use as living accommodation.

16. Prior to the first commencement of any works on site, precise details of the proposed boundary treatment arrangements (to include materials details and finishes) to serve the new development shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented in full and shall be retained and maintained as such.

17. Before any development first commences on site a scheme that agrees a contribution and a timetable for the provision of Percentage for Art in connection with the development hereby approved, shall be submitted to and approved in writing by The Minister for Planning and Environment. The approved scheme shall be implemented in full before the development is first occupied and retained and maintained as such.

18. Unless otherwise agreed in writing with the Minister for Planning and Environment, the architect for the development as approved shall be retained for the duration of the construction period. The architect (or another architect approved by the Minister for Planning and Environment in writing before engagement), shall provide written confirmation to the Minister for Planning and Environment of the standard of construction for each dwelling unit prior to first occupation, together with a written endorsement/confirmation of the satisfactory final completion of the scheme.



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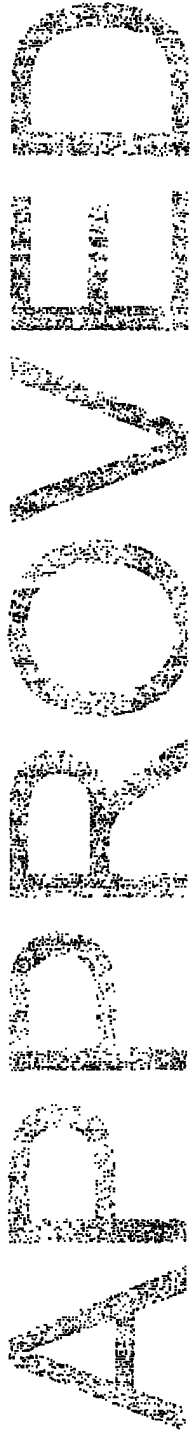
19. Before any development first commences on site, details of the precise location on site of a Separated Recycling Point together with the the facilities to be provided therein and maintenance arrangements, shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be undertaken before the first occupation of any dwelling on site and shall thereafter be retained and maintained as such.

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

21. Prior to the commencement of the development, full details of the permeable paving materials shall be submitted to and approved in writing by the Minister for Planning and Environment. The agreed permeable paving shall apply to all hard-surfaced and parking areas on site and shall be fully implemented prior to the first use of the development and retained and maintained as such.

Reason(s):

1. To accord with Policies GD7 and NE7 of the Adopted Island Plan 2011 as this application is for outline approval only.
2. In the interests of securing the early implementation of landscape benefits, and to accord with Policy NE7 of the Island Plan 2011.
3. For the avoidance of doubt and in accordance with the requirements of Policies GD 1 of the Adopted Island Plan 2011.
4. To safeguard the character and appearance of the area and in accordance with the requirements of Policies GD 1 and GD 7 of the Adopted Island Plan 2011.
5. To safeguard the character and appearance of the area in accordance with the requirements of Policies GD 1 and NE 4 of the Adopted Island Plan



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2011.

6. To ensure a satisfactory form of development and continuing standard of amenities are provided and maintained in accordance with the requirements of Policies GD 1 and NE 4 of the Adopted Island Plan 2011.

7. To ensure protection of any protected species in accordance with the requirements of Policies GD1 and NR2 of the Jersey Island Plan 2011.

8. To ensure the protection of any nesting birds and any recognised species in accordance with the requirements of Policies GD 1 and NE 4 of the Adopted Island Plan 2011.

9. To prevent trees on site from being damaged during building works in accordance with the requirements of Policy NE 4 of the Adopted Island Plan 2011.

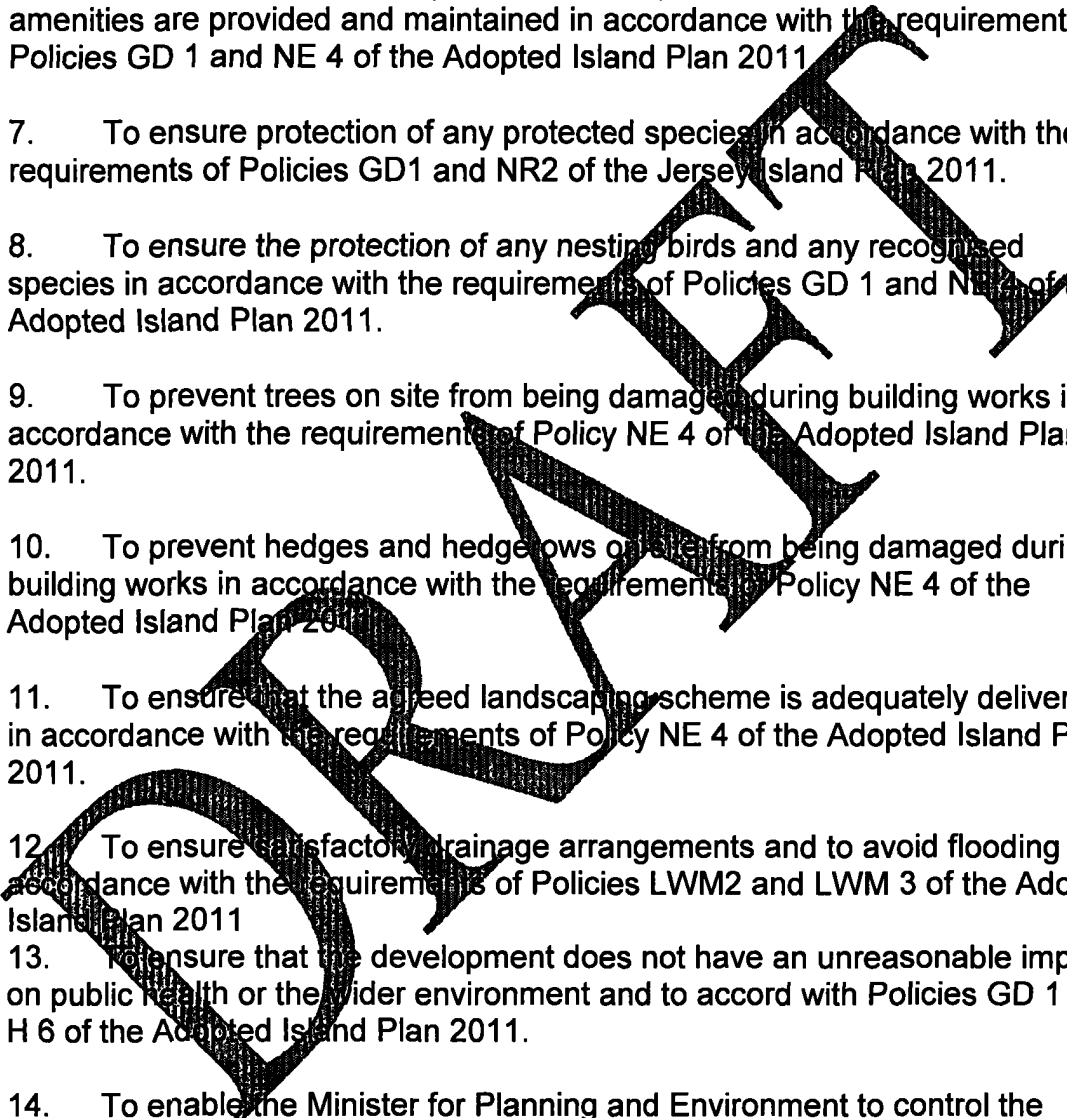
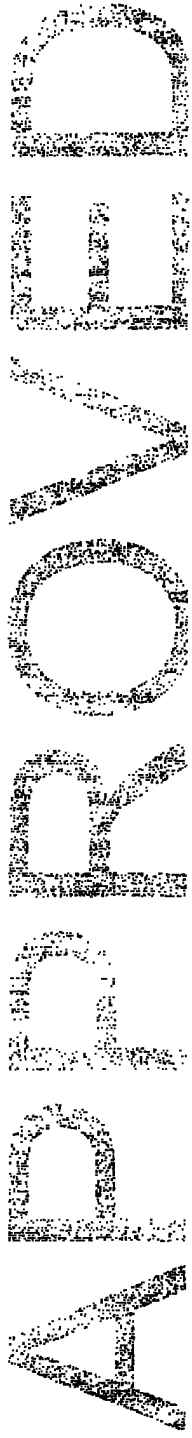
10. To prevent hedges and hedge rows on site from being damaged during building works in accordance with the requirements of Policy NE 4 of the Adopted Island Plan 2011.

11. To ensure that the agreed landscaping scheme is adequately delivered in accordance with the requirements of Policy NE 4 of the Adopted Island Plan 2011.

12. To ensure satisfactory drainage arrangements and to avoid flooding in accordance with the requirements of Policies LWM2 and LWM 3 of the Adopted Island Plan 2011.

13. To ensure that the development does not have an unreasonable impact on public health or the wider environment and to accord with Policies GD 1 and H 6 of the Adopted Island Plan 2011.

14. To enable the Minister for Planning and Environment to control the development and so safeguard the character and visual amenities of the area and to ensure that adequate private amenity space is retained within the curtilage of the dwelling in compliance with the requirements of Policy GD 1 of



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the Adopted Island Plan 2011.

15. To safeguard the residential character of the neighbourhood and to ensure the provision of adequate off-street parking accommodation to avoid congestion of adjoining streets by parked vehicles in accordance with the requirements of Policy GD 1 of the Adopted Island Plan 2011.

16. To safeguard the character and appearance of the area in accordance with the requirements of Policy GD 1 of the Adopted Island Plan 2011.

17. To ensure the implementation and subsequent maintenance of an agreed scheme of public art in accordance with the requirements of Policy GD 8 Adopted Island Plan 2011.

18. To safeguard the visual amenities of the area and to ensure the use of appropriate detailing in accordance with the requirements of Policies GD 1 and GD 7 of the Adopted Island Plan 2011.

19. So as to accord with the requirements of Policy WM 1 of the Adopted Island Plan 2011.

20. To ensure satisfactory drainage arrangements and to avoid flooding in accordance with the requirements of Policy LWM 3 of the Adopted Island Plan 2011.

21. To ensure satisfactory drainage arrangements and to avoid flooding in accordance with the requirements of Policy LWM 3 of the Adopted Island Plan 2011.

FOR YOUR INFORMATION:

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

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

- 4869_002A Proposed Site Plan
- 4869_006A Proposed Foot Print Areas
- 4869_008A ECO Considerations
- 4869_13A Ground Floor as proposed
- 4869_14A First Floor as Proposed
- 4869_15A Second Floor as Proposed
- 4869_16A Roof Plan as proposed
- 4869_18A Elevations as proposed
- 4869_20A Sections as proposed
- 4869_031A The Lodge Proposed Plans
- 4869_032A Plot 1The Lodge Elevations
- 4869_033A Proposed Elevations
- 4869_034A Proposed Elevations Sit 2
- 4869_040A House Type 2 Floor Plans
- 4869_041A House Type 2 Elevations
- Bruce Labey Landscape Master Plan
- 1210-01 Tree Plan Retained/Removed
- Transport Statement
- Landscape Strategy
- Design Statement

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.



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22/08/2012

Signed for Director

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L1306-171--



THIRD SCHEDULE

The Owner's Covenants with the Minister

The Owner covenants and agrees and undertakes:

- 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 to pay the Bus Shelter Contribution to the Treasurer of the States prior to the Commencement of Development.
- 3 not to Commence the Development until such time as the Owner has paid to the Treasurer of the States the Bus Shelter Contribution

FOOTPATH

- 4 to pay the Footpath Contribution to the Treasurer of the States prior to the Commencement of Development.
- 5 not to Commence the Development until such time as the Owner has paid to the Treasurer of the States the Footpath Contribution



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 ten years of the date of receipt by the Minister of such payment.

L1306-173--



Signed on behalf of Jersey Strawbe

By CHRISTOPHER LEWIS.....

In the presence of T. G. HART, APPELLANT.....

This 5th day of December 2012

Signed on behalf of Barclays Private Clients International Limited

By PETER SALES GALLEY.....

In the presence of DENIS JAMES TULIP.....

This 7th day of December 2012

Signed on behalf of the Minister for Planning and Environment

by ..

(PETER LE GRESLEY - DIRECTOR)

in the presence of ..

(CHRISTOPHER JONES - SENIOR PLANNER)

this 18th day of December, 2012

