

# *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-fifth day of November.**

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 and Samares Coast Hotel Limited in relation to the development of the Samares Coast Hotel, La Grande Route de la Côte, St Clement, be registered in the Public Registry of this Island.

  
Greffier Substitute

LOD

Reg. Pub.

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

Relating to the development of the Samares Coast Hotel,

La Grande Route de la Cote, St Clement, JE2 6FF

Dated this 25<sup>TH</sup> day of NOVEMBER 2014

The Minister for Planning and Environment (1)

Samares Coast Hotel Limited (2)

**PARTIES**

- (1) The Minister for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Minister")
  
- (2) Samares Coast Hotel Limited, Samares Coast Hotel, La Grande Route de la Cote, St Clement, JE2 6FF ("the Owner")

## 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 Site.
3. A planning application was submitted to the Minister for planning permission for the Development and having regard to the purpose 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 Site in the manner hereinafter appearing and without such the Minister would not be so minded.
4. The parties acknowledge that this Agreement is legally binding.
5. 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:

<b>"Bus Shelter Contribution"</b>		means a financial contribution of seven thousand five hundred pounds (£7,500) (to be paid to the Treasurer of the States) towards the provision by the TTS Minister of a bus shelter
<b>"Development"</b>		the development of the Site in accordance with the Planning Permit for the demolition of all existing buildings on site; construction of 18 No. new houses and 11 No. apartments; and creation of new vehicular access
<b>"Dwelling Unit"</b>		a residential unit forming part of the Development to be constructed pursuant to the Planning Permit
<b>"Cycleway Contribution"</b>		means the sum of twenty-nine thousand pounds (£29,000) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for the purposes of the Eastern Cycle Network or for such other planning purposes arising from the Development as the Minister shall consider being reasonably appropriate in the circumstances
<b>"Index"</b>		the all Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey
<b>"Index-Linked"</b>		where any sum or contribution is expressed to be "Index-Linked" then that sum or contribution shall be adjusted in accordance with the provisions of clause 10 prior to payment
<b>"Interest"</b>		interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time
<b>"Law"</b>		the Planning and Building (Jersey) Law 2002

<b>"Plan"</b>		the plan contained in the Second Schedule to this agreement
<b>"Planning Permit"</b>		the planning permission for the Development (reference P/2014/0635) a copy of which is attached in the Third Schedule
<b>"Royal Court"</b>		the Royal Court of the Island of Jersey
<b>"Site"</b>		Samares Coast Hotel, La Grande Route de la Cote, St Clement, identified by a thick black edging and hatched black on the Plan upon which the Development is to be carried out
<b>"TTS Minister"</b>		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 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 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 is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development

save for the provisions of Clauses 9, 12 and 14 and any other relevant provision which shall come into effect immediately upon the date which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

### **5 OWNER COVENANTS**

The Owner covenants and agrees with the Minister as set out in the Fourth Schedule so that this Agreement shall be enforceable without limit of time against the Owner and any person claiming or deriving title through or under the Owner to the Site or any part or parts thereof.

## **6 PUBLIC REGISTRY OF CONTRACTS**

The 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 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.
- 7.2 Any notices on the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 7.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 7.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the Commencement of Development.
- 7.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the



Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 7.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 7.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the 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 Minister's statutory powers under the Law.
- 7.8 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 7.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.
- 7.10 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 7.11 All communications and notices served or made under this Agreement shall be in writing.

## **8 WAIVER**

No waiver (whether expressed or implied) by the 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 Site occurring before all the obligations under this Agreement have been discharged.

**10 INDEXATION**

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

**11 INTEREST**

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

**12 DISPUTE RESOLUTION**

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

**13 GOODS AND SERVICES TAX**

13.1 All *cause* given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.

13.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that GST had not

previously been charged in respect of that supply the person making the supply shall have the right to issue a GST invoice to the person to whom the supply was made and the GST shall be paid accordingly.

#### **14 JURISDICTION**

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

**FIRST SCHEDULE**

**Details of the Owners' Title, and Description of the Site**

The title of Samares Coast Hotel Limited to the Site is by two contracts being:-

1. Deed of hereditary gift by contract dated 7th August 1981 from Sylvia Margaret Muff (nee Heard) and;
2. Deed of hereditary purchase by contract dated 7th August 1981 from Lilian May Queree (nee Michel) of an area of land which formed the South East corner of the Site.

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

**SECOND SCHEDULE**

**The Plan**



# Address Locator

Licence Number J122

Shop 4, Eagle House, Colomberie, St Helier, Jersey JE2 4QB



ND Buildings



Copyright States of Jersey 2013

SAMARE'S COAST HOTEL  
 LA GRANDE ROUTE DE LA COTE  
 ST. CLEMENT  
 JE2 6FF

Scale 1:2,200  
 Maitaine : de Samares  
 Type : Commercial  
 UPRN : 68110131

ND Buildings Limited. The details on this plan are illustrative, not exact. The coloured boundary illustrated above does not necessarily indicate the extent of the property or curtilage.

**THIRD SCHEDULE**

**The Planning Permission**

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



xx/xx/xxxx

Godel Architects  
La Chasse Studio  
La Rue De La Vallee  
St Mary  
JE3 3DL

Planning Application Number P/2014/0635

Dear Sir/Madam

<b>Application Address:</b>	Samares Coast Hotel, La Grande Route de la Cote, St. Clement, JE2 6FF
<b>Description of Work:</b>	Demolition of all existing buildings on site. Construction of 18 No. new houses and 111 No. apartments. Create new vehicular access.

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

Lawrence Davies  
Planner, Development Control  
Planning Services, South Hill, St. Heller, Jersey, JE2 4US  
direct dial: +44 (0) 1534 445472  
fax: +44 (0) 1534 445528  
email: [ldavies@gov.je](mailto:ldavies@gov.je)

Encl.

PI\_2010

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



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

Planning Application Number P/2014/0635

# Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

\*\*\*\*\***DRAFT**\*\*\*\*\*

### 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.

Demolition of all existing buildings on site. Construction of 18 No. new houses and 11 No. apartments. Create new vehicular access.

To be carried out at:

**Samares Coast Hotel, La Grande Route de la Cote, St. Clement, JE2 6FF.**

### 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 having taken into account the relevant policies of the approved Island Plan, together with other relevant policies and all other material considerations, including the submitted plans and other documents, as well as the consultations and representations received.

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

**APPROVED**

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2014/0635

The Planning Applications Panel, which determined the application, also undertook a site visit and considered a 3D computer model of the scheme - this model allowed for direct comparison between the existing buildings and the proposed scheme from any location within the immediate vicinity of the application site, including from the perspective of neighbouring properties.

The approved application is for the complete redevelopment of the existing hotel site, including the demolition of all existing buildings and, thereafter, the construction of 18 new houses and 11 apartments. Permission has also been granted for the formation of a new vehicle access onto La Grande Route de la Côte.

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

The Planning Applications Panel has fully considered the objections which have been raised by nearby residents as well as the applicants' responses to those objections.

However, having regard to all relevant planning considerations, the Panel believes that the level of development proposed is not unreasonable in view of the location and zoning of the site and the need to ensure that the Built Up Area is developed efficiently and to its highest reasonable density. The Panel is also mindful that there is a high demand for housing of this kind within the island.

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

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

Overall, the Panel is satisfied that the application complies with all relevant Island Plan policies, including especially Policies SP 1 (Spatial Strategy), GD 1 (General Development Considerations), GD 2 (Demolition and Replacement of Buildings), GD 3 (Density of Development), GD 7 (Design Quality), and H 6 (Housing Development within the Built-Up Area) of the 2011 Island Plan.

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

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2014/0635

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 any development on site, a Demolition / Construction Environmental Management Plan (D/CEMP) shall be submitted to, and agreed in writing by, the Minister for Planning and Environment. The CEMP shall thereafter be implemented in full until the completion of the development and any variations agreed in writing by the Minister prior to such work commencing. The Plan shall include an implementation programme of mitigation measures to minimise any adverse effects of the proposal, and shall include, but is not limited to:
  - a) a demonstration of best practice in relation to noise and vibration control, and control of dust and emissions (such as noise and vibration, air, land and water pollution);
  - b) details of a publicised complaints procedure, including office hours and out-of-hours contact numbers;
  - c) specified hours of working (to include that work which would result in noise being heard outside the application boundary occurs only between 8am and 6pm Monday to Friday, and 8am to 1pm on Saturdays, with no noisy working outside these times, and no noisy work on Bank or Public Holidays);
  - d) details of any proposed crushing / sorting of waste material on site; and
  - e) details of the proposed management of traffic and pedestrians (to include for vehicle wheel washing);

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

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2014/0635

2. Notwithstanding the indications on the approved plans, prior to the commencement of any development on site, full details (including samples) of all external materials to be used to construct the development shall be submitted to and approved in writing by the Minister for Planning and Environment to be thereafter implemented prior to first occupation and maintained in perpetuity.
3. Notwithstanding the details indicated within the approved plans, the development hereby permitted shall not be commenced until there has been submitted to, and approved in writing by, the Minister for Planning and Environment, a landscaping scheme which shall provide details of the following:
  - a) all existing trees, hedgerows and other plants, walls, fences and other features which it is proposed to retain on the site and on adjoining land within the same ownership;
  - b) the position of all new trees and/or shrubs, this must include the species of plant(s)/tree(s) to be planted, their size, number and spacing and the means to be used to support and protect them;
  - c) other landscape treatments to be carried out or features to be created, for example, any excavation works, surfacing treatments, or means of enclosure;
  - d) the measures to be taken to protect existing trees and shrubs; and,
  - e) the arrangements to be made for the maintenance of the landscaped areas.

As part of this landscaping scheme, it is expected that particular attention shall be paid to the boundary between the application site and the Cache de la Ronde to the south-east; in this area, the planting must ensure a high level of privacy is achieved.
4. All planting and other operations comprised in the landscaping scheme hereby approved shall be completed prior to first occupation of any element of the development.

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

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

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5. Any trees or plants planted in accordance with the approved landscaping scheme, which within a period of five years from the planting taking place; die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Minister for Planning and Environment gives written consent to a variation of the scheme.
6. Prior to the commencement of development, a Biodiversity Statement (prepared by a suitably competent person) shall be submitted to, and approved in writing by, the Minister for Planning and Environment. This statement must demonstrate, to the Minister's satisfaction, that all potential impacts on protected species within the site have been fully considered and addressed. Any recommendations contained within this report shall be implemented in full prior to first occupation and maintained in perpetuity thereafter.
7. A Percentage for Art contribution shall be delivered on site as part of the development to the value of 0.75% of the costs of construction. Precise details relating to the exact form which the contribution will take, must be submitted to, and approved in writing by, the Minister for Planning and Environment, prior to the commencement of the development hereby approved. Thereafter, the approved work of art must be installed prior to the first use / occupation of any part of the development hereby approved.
8. Notwithstanding the submitted information, prior to the first occupation of the development hereby approved, details of the precise allocation of the car parking spaces to individual dwellings and apartments shall be submitted to, and approved in writing by, the Minister for Planning and Environment. Such details as may be approved shall be implemented in full prior to first occupation and maintained in perpetuity thereafter. For the avoidance of doubt, there shall be no car parking by any non-residents other than persons visiting residents. Car parking shall not to be sub-let or reassigned to non-residents of the development.
9. Prior to the first use / occupation of the development hereby approved, visibility lines must be provided in accordance with the approved drawings. Everything within the visibility sight lines, including gates, walls, railings and plant growth is to be permanently restricted in height to 900mm above road level.

APPROVED

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

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2014/0635

10. The rooflights to be inserted into the south-east facing roof flank of dwellings 10-14, shall be installed such that the cill height is a minimum of 1.7m above finished floor level. No additional windows may be installed in these roof flanks without the formal permission of the Minister for Planning and Environment.
11. Prior to the commencement of the development hereby approved, the applicants must fully investigate the possibility of incorporating low-carbon initiatives / on-site renewable energy technologies, and Sustainable Drainage Systems within the development. Thereafter, details of these findings shall be submitted to the Minister for Planning and Environment for consideration, and inclusion of some of these measures within the scheme may be required. The Minister's decision in this regard will be issued in writing prior to works commencing on site.

### Reason(s):

1. In the interests of protecting the amenities of the area generally and to accord with Policy GD 1 of the Jersey Island Plan 2011.
2. To ensure a high quality of design and in accordance with Policies SP 7 and GD 7 of the Jersey Island Plan 2011.
3. To ensure that before development proceeds provision is made for a landscaping regime that will enhance the appearance of the development and help to assimilate it into the landscape, in accordance with Policies GD 1 and NE 4 of the Jersey Island Plan 2011.
4. To ensure the benefits of the landscape scheme are not delayed, in the interests of the amenities of the area and to ensure a high quality of design in accordance with Policies SP 7 and GD 7 of the Jersey Island Plan 2011.
5. To mitigate against the potential failure of trees and plants, and the extent to which that failure might threaten the success of the landscaping scheme, in accordance with Policies GD 1 & NE 4 of the Jersey Island Plan 2011.
6. In the interests of biodiversity and ecology, in accordance with Policies SP 4, NE 1, NE 2 and NE 3 of the Jersey Island Plan 2011.

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

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2014/0635

7. In accordance with the provisions of Policy GD 8 of the Jersey Island Plan 2011.
8. For the avoidance of doubt and to ensure adequate car parking in accordance with Policy GD 1 of the Jersey Island Plan 2011.
9. In the interests of highway safety, in accordance with Policy GD 1 of the Jersey Island Plan 2011.
10. To safeguard the privacy of the occupiers of the adjoining properties in the Cache de la Ronde estate, in accordance with Policy GD 1 of the Jersey Island Plan 2011.
11. In the interests of sustainable development in accordance with Policies GD 1, NR 7 and LWM 3 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.

- 843 001 Location Plan
- 843 002 Existing Site Plan
- 843 003 Proposed Site Plan
- 843 004 Landscape Site Plan
- 843 005 Flat Buildings, Semi-Basement and Ground Floor Plans
- 843 006 Flat Buildings, First and Second Floor Plans
- 843 007 House Type A Floor Plans
- 843 008 House Type B Floor Plans
- 843 009 House Type C Floor Plans
- 843 010 Lower Ground Floor Plan
- 843 011 Existing Hotel Southwest Coast Elevation
- 843 012 Existing Hotel Northwest Elevation
- 843 013 Existing Courtyard Northwest Elevation
- 843 014 Existing Courtyard Northeast Elevation
- 843 015 Existing Courtyard Southeast Elevation 01
- 843 016 Existing Courtyard Southeast Courtyard Elevation 02
- 843 017 Existing Courtyard Southwest Elevation

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

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

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843 018 Proposed Apartment Buildings Southwest Elevations  
 843 019 Proposed Apartments Northeast Elevations  
 843 020 Proposed Apartments Southeast Entrance and Northwest Boundary Elevations  
 843 021 Proposed Apartment Northwest Entrance and Southeast Boundary Elevations  
 843 022 Proposed Townhouses Northeast Elevation  
 843 023 Proposed Townhouses Southwest Elevation  
 843 024 Proposed Townhouses Southeast and Northwest Elevations  
 843 025 Proposed Semi Detached Houses Northwest Elevations  
 843 026 Proposed Semi Detached Houses Southeast Rear Elevation  
 843 027 Proposed Semi Detached Houses Southeast Elevations  
 843 028 Proposed Semi Detached Houses Northwest Rear Elevation  
 843 029 Exit Visibility Diagram  
 843 030 Site Section 01  
 843 031 Site Section 02  
 843 032 3D Views 1 and 2  
 843 033 3D Views 3 and 4  
 843 034 3D Views 5 and 6  
 843 035 Southwest Coast elevations showing extent of 1990 Proposed Extension  
 Design Statement  
 Waste management Plan

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.

xx/xx/xxxx

signed

for Director

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

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**FOURTH SCHEDULE****The Owner's Covenants with the Minister**

The Owner covenants, agrees and undertakes:

**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.

**EASTERN CYCLEWAY**

- 2 To pay the Cycleway Contribution to the Treasurer of the States prior to the Commencement of the Development
- 3 Not to Commence the Development until such time as the Cycleway Contribution has been paid to the Treasurer of the States.

**BUS SHELTER CONTRIBUTION**

- 4 To pay to the Treasurer of the States the Bus Shelter Contribution prior to the Commencement of the Development.
- 5 Not to Commence the Development until the Bus Shelter Contribution has been paid to the Treasurer of the States.

**FIFTH SCHEDULE****Minister's Covenants**

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

Signed on behalf of  
the Minister of Planning and Environment

[Redacted Signature]

(PETER LE GRESELEY)

in the presence of

[Redacted Signature]

(JOHN NICHOLSON)

this 21<sup>st</sup> day of November 2014

Signed on behalf of  
the Samares Coast Hotel Limited

[Redacted Signature]

in the presence of

[Redacted Signature]

Witness

Michelle Leverington  
Solicitor  
Hanson Renouf  
12 Hill Street  
St Helier  
JE2 4UA

this 11<sup>th</sup> day of NOVEMBER 2014