

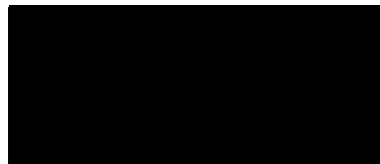
In the Royal Court of Jersey

Samedi Division

In the year two thousand and nineteen, the seventh day of January.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment, Continental Developments Limited, Alfred Samuel John De Gruchy and Lloyds TSB Offshore Limited in relation to Sunnyside Gardens, La Route de St Aubin, St Helier, JE2 3SD, 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 Sunnyside Gardens, La Route de St. Aubin, St. Helier, JE2
3SD

Dated

7th January

2019

The Chief Officer for the Environment (1)

Continental Developments Limited (2)

Alfred Samuel John de Gruchy (3)

Lloyds TSB Offshore Limited (4)

DATE

2018

PARTIES

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("**the Chief Officer**");
- (2) Continental Developments Limited ("**the First Owner**") of 60-62 Halkett Place St Helier Jersey JE2 4WG
- (3) Alfred Samuel John de Gruchy ("**the Second Owner**") of Le Cotil d'Argile Mont de la Rocque St Brelade Jersey JE3 8BQ
- (4) Lloyds Bank International Limited (formerly Lloyds TSB Offshore Limited) of 11-12 Esplanade , St Helier, Jersey JE2 3QA ("**the Lender**")

RECITALS

- 1 The First Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of part of the Site in accordance with the title details set out in the First Schedule and the Second Owner warrants that he is the owner in perpetuity (*à fin d'héritage*) of the remainder of the Site in accordance with the title details set out in the First Schedule.
- 2 The Lender has an interest in the Site by virtue of judicial hypothecs (*hypothèques judiciaire*) which were registered in the Public Registry on 16th April 2010 (RP 135/759) and 27th May 2011 (RP 138/761) under the Lender's former name of Lloyds TSB Offshore Limited
- 3 By Special Resolution the Lender changed its name from Lloyds TSB Offshore Limited to Lloyds Bank International Limited which said change of name was entered on the Register of Companies on 23rd September, 2013 and registered in the Public Registry on 24th September, 2013.
- 4 The First Owner submitted an application (accorded the reference P/2017/0414) for planning permission for the Development.
- 5 Pursuant to Article 9(5)(b) of the Law the Chief Officer referred the application for the Development to the Planning Committee for determination by that Committee.
- 6 Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Planning Committee at its meeting on 5 July 2018 resolved to approve the grant of planning permission for the Development subject to the prior completion of this Agreement with the Chief Officer.
- 7 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 8 The parties acknowledge that this Agreement is legally binding.
- 9 This Agreement shall be construed so as to give effect to the purpose and intention of the Law.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**OPERATIVE PART****1 DEFINITIONS**

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

"Agreement"	this agreement including the recitals and schedules hereto;
"Application"	the application for planning permission in respect of the Site and described as "Demolish existing buildings. Construct 4 No. buildings containing 15 No. one bedroom and 22 No. two bedroom flats, 3 No. three bedroom houses and 4 No. commercial units with associated underground parking and landscaping. 3D Model available." and given the reference P/2017/0414;
"Bus Services Contribution"	the sum of seventy four thousand nine hundred and eighty nine pounds (£74,989) to be paid by the Owners to the Treasurer of the States to be applied towards the improvement of local bus services serving the local community;
"Bus Shelter Contribution"	the sum of thirty thousand pounds (£30,000) to be paid by the Owners to the Treasurer of the States to be applied towards the provision of two (2) bus shelters with real time information;
"Chief Officer"	the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States responsible for planning and building in accordance with Article 1 of the Law;
"Commencement"	the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out, and "Commence" and "Commenced" shall be construed accordingly

"Cycle and Walking Links Contribution"	the sum of sixty thousand two hundred and twenty eight pounds (£60,228) to be paid by the Owners to the Treasurer of the States to be applied towards the provision of new cycle and walking links;
"Development"	the development of the Site as set out in the Planning Permit;
"Dwelling Unit"	a residential unit forming part of the Development to be constructed pursuant to the Planning Permit;
"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 HSBC Bank Plc from time to time.
"Island Plan 2011"	the States of Jersey Island Plan, 2011 (as amended from time to time);
"Law"	the Planning and Building (Jersey) Law 2002;
"Occupation", "Occupy" and "Occupied"	means occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
"the Owners"	the First Owner and the Second Owner
"Planning Permit"	the planning permission for the Development granted by the Chief Officer pursuant to the Application, a copy of which is attached at the Second Schedule and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time;
"Road Safety Contribution"	the sum of seventy thousand pounds (£70,000) to be paid by the Owners to the Treasurer of the States to be applied towards two pedestrian refuges and the

	reduction of illegal parking and to improve the choice of sustainable travel modes;
"Royal Court"	the Royal Court of the Island of Jersey;
"Site"	the Sunnyside Gardens, La Route de St. Aubin, St. Helier, JE2 3SD, as shown for the purpose of identification edged in red on the plan forming the First Schedule;

2 CONSTRUCTION OF THIS AGREEMENT

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

3 LEGAL BASIS

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

4 CONDITIONALITY

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

5 OWNERS' COVENANTS

The Owners covenant and agree with the Chief Officer as set out in the Third Schedule so that this Agreement shall be enforceable without limit of time against the Owners and any person claiming or deriving title through or under the Owners to the Site or any part or parts thereof.

6 CHIEF OFFICER COVENANTS

The Chief Officer covenants with the Owners as set out in the Fourth Schedule.

7. PUBLIC REGISTRY OF CONTRACTS

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

8 MISCELLANEOUS

- 8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the Director - Development Control of Planning and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control of Planning at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.
- 8.2 Any notices on the Owners 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.
- 8.3 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.
- 8.4 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 Owners) 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.
- 8.5 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.
- 8.6 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.
- 8.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Chief Officer and without

prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Chief Officer by any of the obligations or covenants by the Owners in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.

- 8.8 Nothing contained herein shall be construed as obviating the need for the Owners 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.
- 8.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Owners as contained herein.
- 8.10 The Owners shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 8.11 All communications and notices served or made under this Agreement shall be in writing.

9 WAIVER

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

10 CHANGE IN OWNERSHIP

The Owners agree with the Chief Officer to give the Chief Officer written notice (as soon as reasonably practical following such change) of any change in ownership of its interest in the Site occurring before all the obligations under this Agreement have been discharged but this obligation shall not extend to the disposal of any individual Dwelling Units to a purchaser for his own, his family or his tenant's Occupation.

11 INDEXATION

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from (a) the date on which the Planning Permit becomes capable of implementation following the elapse of the statutory period for the making of a third party appeal without any such appeal having been made or, if applicable, the final determination of any third party appeal until (b) 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 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 LENDER'S CONSENT

The Lender acknowledges and declares that this Agreement has been entered into by the First Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the Lender over the Site shall take effect subject to this Agreement PROVIDED THAT the Lender 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 a person deriving title from the First Owner.

15 GOODS AND SERVICES TAX

- 15.1 All *cause* given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.
- 15.2 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.

16 JURISDICTION

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

FIRST SCHEDULE

The Site

The First Owner warrants that it is the owner in perpetuity (à fin d'héritage) of the following properties and land forming part of the Site as follows namely:-

In part to the property known as "Killowen" by contract of hereditary purchase dated 24 January 1964 from Alfred Francis Gallichan;

In part to the property known as 1 and 2 "Sunnyside Villas" (previously known as "Sunnyside" by contract of hereditary purchase dated 18 February 1966 from "Brig-y-don Children's Convalescent and holiday Home (Incorporated)" and others;

In part to the property known as 3 "Dunell Cottages" by contract of hereditary purchase dated 27 April 1973 from Mildred Edith Fallaize, née Phillips;

In part to the property known as 1 "Dunell Place" and a certain garden or land to the North of the houses known as "Dunell Cottages" by contract of hereditary purchase dated 21 September 1973 from Cyril John Phillips;

In part to the property known as 7 "Dunell Cottages" by contract of hereditary purchase dated 28 September 1979 from Bazil Frederick Davies who had right as only child and sole heir of Edith Ada Davies, née Saunders, surviving wife of Gordon Raymond Davies who had right as one of the devisees to the Will of Immovable Estate of Francis George Allix, which Will was registered by Act of the Royal Court dated 12 May 1964, the deceased had right by contract of division (*partage des héritages*) dated 14 October 1922 of the realty of Ann Allix, his aunt;

In part to the property known as 5 "Dunell Cottages" by contract of hereditary purchase dated 3 October 1980 from Lucille Kathleen Norman, née Allix who had right as devisee to the Will of Immovable Estate of Francis George Allix, her father, which Will was registered by Act of the Royal Court dated 12 May 1964, the deceased had right by contract of division (*partage des héritages*) dated 5 March 1910 of the realty of Richard Allix, his uncle;

In part to the property known as 2 "Roadside Villa" and a certain small piece of land with the garage and toilet erected in the West part thereof with its washroom or building by contract of hereditary purchase dated 6 July 1984 from Doris Moore Illien, née Walters, widow of Raymond Claude Illien who had right as only devisee to the Will of Immovable Estate of the said Mr Illien, which Will was registered by Act of the Royal Court dated 7 July 1969, the deceased had right by contract of hereditary purchase dated 11 March 1961 from Willie Garnot Mignot;

In part to the property known as "Whitby House" by contract of hereditary purchase dated 17 June 1994 from Kenneth Archibald Duvey who had right as devisee to the Will of Immovable Estate of his mother, Elsie May Duvey, née Le Cras, widow of Gladwin (or Gladwyn) Harry Duvey, which Will was registered by Act of the Royal Court dated 3 March 1978, the deceased had right jointly with his wife (who he predeceased) as devisees to the Will of Immovable Estate of Elvina Jane Duvey, née Le Marquand, widow of Henry William Duvey, which Will was registered by Act of the Royal Court dated 21 July 1945, the deceased had right as devisee to

the Will of Immovable Estate of her husband, which Will was registered by Act of the Royal Court dated 6 August 1932, the deceased had right as devisee to the Will of Immovable Estate of his mother Ann Duvey, née Turner, widow of Francois William Duvey which Will was registered by Act of the Royal Court dated 29 December 1917, the deceased had right as devisee to the Will of Immovable Estate of her husband, which Will was registered by Act of the Royal Court dated 10 October 1908, the deceased had right by contract of hereditary purchase dated 30 October 1880 from Gervaise Le Gros; AND

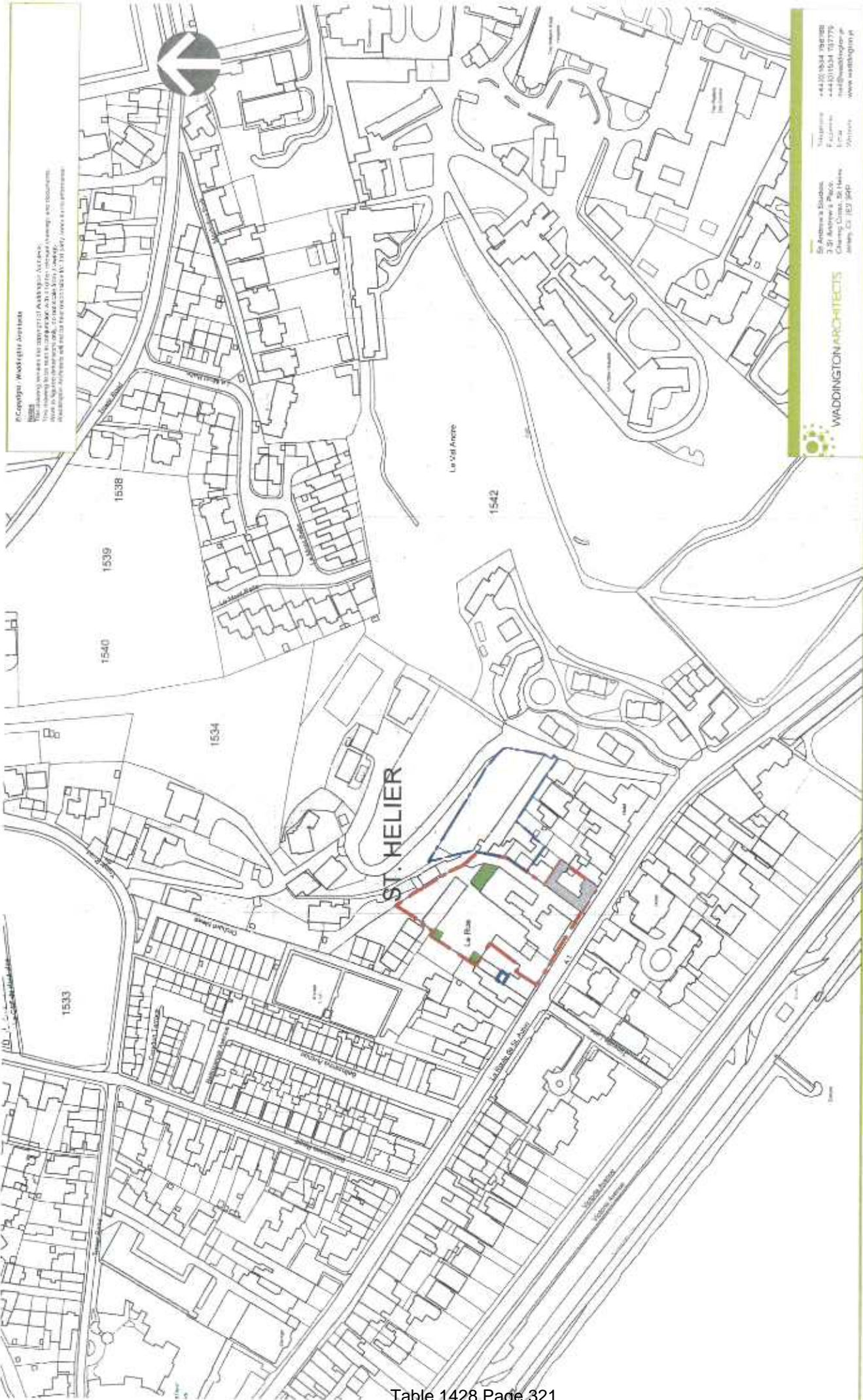
To the remainder to the property known as 1 "Roadside Villas" by contract of hereditary purchase dated 2 November 2001 from Diana Monica O'Connor, née Renouf, who had right by contract of hereditary purchase 11 July 1980 from Lilly Mary Morton, née Carter, who had right (first corpus fundi) as follows, namely:- to a half undivided share thereof (first corpus fundi) by contract of hereditary purchase dated 16 May 1975 from Dcris Muriel Walker, and to the other half undivided share (first corpus fundi) by contract of hereditary purchase dated 22 June 1963 (jointly with Doris Muriel Walker) from Edward Alister Gilson.

The Second Owner warrants that he is the owner in perpetuity (à fin d'héritage) of the following part of the Site namely:-

To the property known as Brooklyn Flats, land and garages by contract of hereditary purchase dated 18 June 1960 from Clifford Stanley Holland.

The Owners together warrant that they are the owners in perpetuity (à fin d'héritage) of the remaining part of the Site as follows namely:-

To the private roadway which is generally to the West of 1 "Roadside Villas" and other properties



© Copyright Waddington Architects
 This drawing is the property of Waddington Architects. It is not to be used for any other purpose without the written consent of Waddington Architects. All rights reserved.

WADDINGTON ARCHITECTS
 5a Andrews Studios
 3 St Andrew's Place
 Champ D'Or, St Helier
 Jersey, GU 85J 9BP
 Telephone: +44(0)1534 798788
 Facsimile: +44(0)1534 017779
 Email: info@waddington.ac
 Website: www.waddington.ac

Client: **Continental Developments Ltd.**
 Project: **Sunnyside Gardens**
 Drawing: **Site Location Map**
 Scale: **1:2,500 @ A4**
 Date: **August 2016**
 Drg No: **5149_001**

SECOND SCHEDULE
The Planning Permit

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2017/0414

In accordance with Article 19(8) of the Planning and Building (Jersey) Law 2002, as representations were made in connection with this application, this decision shall not have effect during the period of 28 days immediately after the decision date.

This permission enures (unless otherwise stated) for the benefit of the land to which it relates and of each person for the time being having an estate or interest in that land.

This decision does not absolve the parties concerned from obtaining, nor does it overrule, any other permission that may be required under any other law. In addition, it does not overrule any private property rights, nor does it absolve the need to obtain the permission of the owner of the land to which this permission relates.

This is notification of the decision to **GRANT** permission to develop land under Article 19 of the Planning and Building (Jersey) Law 2002;

In respect of the following development:

Demolish existing buildings. Construct 4 No. buildings containing 15 No. one bedroom and 22 No. two bedroom flats, 3 No. three bedroom houses and 4 No. commercial units with associated underground parking and landscaping. 3D Model Available.

To be carried out at:

Sunnyside Gardens, La Route de St. Aubin, St. Helier, JE2 3SD.

This permission is granted subject to compliance with the following conditions and approved plan(s):

- A. The development shall commence within three years of the decision date.
Reason: The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.
- B. The development hereby approved shall be carried out entirely in accordance with the plans, drawings, written details and documents which form part of this permission.
Reason: To ensure that the development is carried out and completed in accordance with the details approved.

Condition(s):

- Waste management shall be implemented in full accordance with the approved Waste Management Strategy. There shall be no crushing or sorting of waste on the site. Any variations shall be agreed to in writing by the Department of the Environment prior to the commencement of such work.

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2017/0414

2. No part of the development hereby approved shall be occupied until the levels of potential contaminants in the ground have been investigated, any risks to human health or the wider environment assessed and mitigation measures proposed in a remediation strategy to be submitted to and approved in writing by the Department of the Environment. The approved remediation strategy shall be implemented in full, in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated Land, as amended. Any changes to the strategy require the express written consent of the Department of the Environment prior to the work being carried out.

3. No part of the development hereby approved shall be occupied until a completion report and contaminated land completion certificate demonstrating completion of the works and the effectiveness of any remediation set out in the approved scheme, is submitted to and approved in writing by the Department of the Environment. Where required by the Department the completion report shall also include a plan for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action and for the reporting of this to the Department.

4. Prior to commencement of the development hereby approved, a scheme of landscaping shall be submitted to and approved in writing by the Department of the Environment. The scheme of landscaping shall provide details of the following;

- i) all existing trees, hedgerows and other plants, walls, fences and other features which it is proposed to retain on the site;
- ii) the position of all new trees and/or shrubs, including the Green Wall to Dunell Place, this must include the species of plant(s)/tree(s) to be planted, their size, number and spacing and the means to be used to support and protect them;
- iii) other landscape treatments to be carried out including any excavation works, surfacing treatments, or means of enclosure;
- iv) the measures to be taken to protect existing trees and shrubs;
- v) the presence of any invasive plant species on site, and if present, a detailed method statement for the removal and long-term management/ eradication of the species; and,
- vi) A landscape management plan for the maintenance of the landscaped areas.
- vii) a raised kerb detail to define the carriageway of the access road outside Westaway.
- viii) the roof terrace screen to be inset to a position which prevents overlooking from the roof terrace into Dunell Place.

Once agreed, the approved scheme shall be implemented in full and thereafter retained and maintained as such.

5. No part of the development hereby approved shall be occupied until all

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2017/0414

hard and soft landscape works as indicated on the approved plan have been carried out in full. Following completion, the landscaping areas shall be thereafter maintained as such.

6. Prior to the development being brought into first use, visibility splays shall be laid out and constructed in accordance with the approved plans. The visibility splays shall then be maintained thereafter and no visual obstruction of any kind over the height of 900mm shall be erected within them.

7. Prior to the commencement of development details of the following shall be submitted to and approved in writing by the Department of the Environment:

- extraction systems for the restaurant / take-away uses;
- external lighting;
- sustainability considerations from 5149-043C;

The approved details shall thereafter be implemented prior to first occupation and retained as approved thereafter.

8. The findings and required mitigation measures outlined in the Species Protection Plan shall be implemented in accordance with the timings set out within that document, continued throughout the phases of development (where applicable) and thereafter retained and maintained as such. Notwithstanding the content of the Species Protection Plan, the locations of the sparrow nesting boxes are to be agreed with the Department of the Environment prior to the commencement of development. Any variations that may be required as a result of findings on site are to be agreed in writing by the Department of the Environment prior to works being undertaken.

9. No part of the development hereby approved shall be occupied until the vehicular manoeuvring area and respective car parking and servicing spaces have been laid out, surfaced and drained as indicated on the approved plans. The car parking and servicing spaces shall thereafter be retained solely for the use of occupants of the development, on the basis of one space per residential unit, in the manner shown on the approved Basement / Ground Floor Plan 5149-010H and shall not be sub-let for any other purpose. For the avoidance of doubt no servicing, deliveries, storage or car parking relating to the development shall occur in Dunell Place.

10. Prior to their first use on site, samples of all external materials to be used (including any hard landscaping materials) shall be submitted to and approved in writing by the Department of the Environment. The approved materials shall be implemented in full and thereafter retained and maintained as such.

11. Prior to the commencement of development details of the shopfronts of the commercial units fronting La Route de St Aubin shall be submitted to and approved in writing by the Department of the Environment at a scale of no less than 1:20 and to include elevations and sections. The approved details shall be implemented in full and thereafter retained and maintained as such.

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2017/0414

Reason(s):

1. To protect the amenities of the occupiers of neighbouring properties and the visual amenities of the surrounding area, in accordance with Policies GD1 and WM1 of the Adopted Island Plan 2011 (Revised 2014).
2. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1 and GD6 of the Adopted Island Plan 2011 (Revised 2014).
3. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1 and GD6 of the Adopted Island Plan 2011 (Revised 2014).
4. To safeguard the character and appearance of the area in accordance with Policies GD1, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
5. To ensure that the benefits of the approved landscaping scheme are carried out and completed, making a positive contribution to the amenities of the site in accordance with Policies GD1, GD7, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
6. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
7. In the interests of securing adequate service infrastructure in accordance with Policy GD1 of the Island Plan
8. To ensure the protection of all protected species in accordance with Policies NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
9. 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, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
10. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD1 and GD7 of the Adopted Island Plan 2011 (Revised 2014).
11. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD1 and GD7 of the Adopted Island Plan 2011 (Revised 2014).

FOR YOUR INFORMATION

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2017/0414

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
Structural Report
Crime Impact Statement
Transport Statement
Waste Management Report
Ecological Species Protection Plan
Demolition Plan 025D
Sustainable Considerations 043C
Proposed Landscape 701B
Proposed Basement and Ground Floor Plan 010H
Proposed First Floor Plan 011E
Proposed Second Floor Plan 012F
Proposed Third Floor Plan 013E
Proposed Roof Plan 015D
Proposed Typical Flat Layouts 016C
Proposed South Elevations and Sections 017B
Proposed North Elevations and Sections 018C
Proposed East Elevations and Sections 019C
Proposed West Elevations and Sections 020C
Proposed Detailed East and South Elevations 026C
Proposed Detailed West and North Elevations 027C
Proposed Elevations - Block 3 028A

DECISION DATE: *DRAFT*

The development may also require building permission, for which a separate application will need to be made. You can find out if building permission is required on our website www.gov.je/planningbuilding

The approved plans and any conditions attached to the decision are important and should be complied with. If there is any variation from the approved plans or the conditions you need to notify us immediately. Failure to comply with the approved plans or conditions may result in enforcement action.

If you are unhappy with a condition attached to this permission, you may request a review or make an appeal. You can find out how to do this on our website www.gov.je/planning

APPROVED

THIRD SCHEDULE**The Owners' Covenants with the Chief Officer**

The Owners covenant, agree and undertake:

COMMENCEMENT

- 1 Not to Commence the Development until the Owners have given to the Chief Officer seven (7) days' notice in writing of its intention so to do.

CONTRIBUTIONS

- 2 To pay each of the Bus Services Contribution, the Bus Shelter Contribution, the Road Safety Contribution and the Cycle and Walking Links Contribution to the Treasurer of the States prior to the Commencement of the Development.
- 3 Not to Occupy any Dwelling Unit forming part of the Development until such time as each of the Bus Services Contribution, the Bus Shelter Contribution, the Road Safety Contribution and the Cycle and Walking Links Contribution has been paid to the Treasurer of the States.

FOURTH SCHEDULE

Chief Officer's covenants

1. The Chief Officer hereby covenants with the Owners to use all sums received by the Treasurer of the States from the Owners under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.
2. The Chief Officer covenants with the Owners that he will procure or arrange that the Treasurer of the States will pay to the Owners such amount of any payment made by the Owners to the Treasurer of the States 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 Treasurer of the States of such payment.

Signed on behalf of the Chief Officer

by

[Redacted Signature]

(PETER LG GRESLEY)

in the presence of

[Redacted Name]

JULIAN NICHOLSON

this

7th

day of

January

2018

Signed on behalf of Continental Developments Limited

by

[Redacted Signature]

Director

in the presence of

[Redacted Name]

Advocate Julie Melia
Partner
Ogier
44 Esplanade
St Helier, Jersey
Channel Islands
JE4 9WG

this

30

day of

November

2018

Signed by Alfred Samuel Joffe

[Redacted Signature]

in the presence of

[Redacted Name]

Advocate Julie Melia
Partner
Ogier
44 Esplanade
St Helier, Jersey
Channel Islands
JE4 9WG

Name and Position

this

30

day of

November

2018

Signed on behalf of Lloyds Bank International Limited

by 
Authorized Signatory *LINDA WISEMAN*

in the presence of  *STAN GLOVER*

this *4th* day of *December* 2018