

In the Royal Court of Jersey

Samedi Division

In the year two thousand and seventeen, the twenty-seventh day of March.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between (i) The Chief Officer for the Environment and (ii) The Brookfield Tunnel St. Holdings Limited in relation to the Gas Works Site, Tunnel Street, St Helier, 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 Gas Works Site, Tunnell Street St Helier

Dated

27 March

2017

The Chief Officer for the Environment (1)

The Brookfield Tunnel St. Holdings Limited (2)

DATE

27 March 2017

PARTIES

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("**the Chief Officer**");
- (2) The Brookfield Tunnel St. Holdings Limited ("**the Owner**") a limited liability company incorporated in Jersey with company number 121101 of 3rd Floor 37 Esplanade St Helier Jersey JE2 3QA

RECITALS

- 1 The Owner warrants that by right under two hereditary contracts of purchase from the Jersey Gas Company Limited both dated 29 April 2016 it is the owner in perpetuity (*à fin d'héritage*) as to the Site.
- 2 The Owner submitted an application (accorded the reference PP/2016/1414) for planning permission for the Development.
- 3 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.
- 4 Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Planning Committee at its meeting on 22 March 2017 resolved to approve the grant of planning permission for the Development subject to the prior completion of this Agreement.
- 5 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 6 The parties acknowledge that this Agreement is legally binding.
- 7 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 "OUTLINE APPLICATION: Demolition of existing gas works and associated office, showroom and staff accommodation. Construction of new residential development comprising 253 No. 1, 2 and 3 bedroom dwellings and associated residential facilities, 2 No. commercial units, semi-basement parking, ancillary areas, landscaping amenities and public realm improvements. All matters fixed excluding external appearance and materials. EIA submitted. 3D Digital Model Available." and given the reference PP/2016/1414;
"Bus Shelter"	a bus shelter to be provided by the Minister for Infrastructure in the environ of the Site out of the First Commuted Car Parking Payment ;
"Completion"	means the certificate or certificates issued and commissioned by the relevant member of the Professional Team for the Development certifying that the Development or the various phases or stages thereof have been completed in accordance with the Contractor's Agreed Works Programme;
"Contractor's Agreed Works Programme"	Means the programme for the construction of the Development including all ancillary and incidental items of works thereto) between the Owner and the Contractor;
"Contractor"	Means the principal contractor engaged by the Owner to carry out the Development;
"Commencement"	the date on which any operation (but not including any exploratory or investigative works) 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;
"First Commuted Car Parking Contribution"	the sum of fifty thousand pounds (£50,000) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure towards the Bus Shelter and the development or enhancement of public car parking (whether on or off street) and or associated infrastructure.
"Second Commuted Car Parking Contribution"	the sum of three hundred thousand pounds (£300,000) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure towards the development or enhancement of public car parking (whether on or off street) and or associated infrastructure.
"Third Commuted Car Parking Contribution"	the sum of five hundred and ten thousand pounds (£510,000) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure towards the development or enhancement of public car parking (whether on or off street) and or associated infrastructure.
"Development"	the development of the Site as set out in the Application;
"GST"	goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
"Index"	the all Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey.
"Interest"	interest at three per cent above the base lending rate of the HSBC Bank Plc from

	time to time.
"Island Plan 2011"	The States of Jersey Island Plan, 2011 (as amended from time to time);
"Law"	the Planning and Building (Jersey) Law 2002;
"Minister for Infrastructure"	the Minister for Infrastructure, including his or her successor and any person or body to whom the functions of the Minister for Infrastructure may be transferred hereafter or lawfully delegated from time to time
"Occupation"	means occupation for the purposes permitted by the Planning Permission but does not include occupation for the purposes of fitting out, decoration, marketing, staff training or site security (and "Occupy" and "Occupying" shall be construed accordingly);
"Payment Default Notice"	A notice served by the Chief Officer or the Minister for Infrastructure (as the case may be) when monitoring the progress of the Development and compliance with this Agreement as set out in the Third Schedule;
"Plan"	the plan of the Site attached at the First Schedule to this Agreement;
"Planning Permit"	the outline planning permission for the Development granted by the Minister pursuant to the Appeal, a copy of which is attached at the Second Schedule which said permission is granted subject to the subsequent approval of the Reserved Matters and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time;

"Professional Team"	means any project managers architects quantity surveyors structural engineers mechanical and electrical engineers and any other consultant or adviser employed or engaged by the Owner in preparation for or in connection with the carrying out of the Development;
"Residential Units"	means the units of residential accommodation provided as part of the Development
"Reserved Matters"	Approvals as required under Condition C of the Planning Permit of the details of the external appearance of the new buildings and landscaping of the Site
"Reserved Matters Approvals"	the approval of the Reserved Matters by the Chief Officer following the granting of the Planning Permission
"Royal Court"	the Royal Court of the Island of Jersey;
"Site"	all that immoveable property generally known as The Gas Works Site, St Helier, Jersey (including 2-10 Thomas Edge Place, 1-4 Le Faux Bie Cottages, Thomas Edge House, buildings and car park and the gas holder, bordering on the South, Tunnel Street, on the East St Saviours Road, on the North, Avenue et Dolmen du Pre des Lumieres and on the West land belonging to the Public of the Island), the whole as shown for the purpose of identification edged by a broken black line on the Plan;

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 Owner under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Chief Officer against the Owner.

4 CONDITIONALITY

This Agreement is conditional upon

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

save for any relevant provision which 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 OWNER COVENANTS

The Owner covenants and agrees with the Chief Officer as set out in the Third 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 CHIEF OFFICER COVENANTS

The Chief Officer covenants with the Owner 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 Owner 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 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.
- 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 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.
- 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 Owner 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 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.

- 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 Owner as contained herein.
- 8.10 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.
- 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 Owner agrees 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.

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 on which this Agreement is registered in the Public Registry of Contracts 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 DISPUTE RESOLUTION

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

14 GOODS AND SERVICES TAX

- 14.1 All *cause* given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.
- 14.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this 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.

15 JURISDICTION

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

FIRST SCHEDULE

The Plan

SECOND SCHEDULE

The Planning Permit

Department of the Environment
Planning and Building Services

South Hill
 St Helier, Jersey, JE2 4US
 Tel: +44 (0)1534 445508



I McDonald
 Axis Mason Limited
 3 Mulcaster Street
 St Helier
 Jersey
 JE2 3NJ

Planning Application Number PP/2016/1414

Dear Sir

Application Address:	Jersey Gas Co Site, Tunnell Street St. Helier, JE2 4LU.
Description of Work:	<p>OUTLINE APPLICATION: Demolition of existing gas works and associated office, show room and staff accommodation. Construction of new residential development comprising of up to 253 No. 1, 2 and 3 bedroom dwellings and associated residential facilities, 2 No. commercial units, semi-basement parking, ancillary areas, landscaping amenities and public realm improvements. All matters listed excluding external appearance and materials. IFA submitted. 3D Digital Model Available.</p>

Please find enclosed the decision notice for the above application.

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 please 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. How to do this is set out in Supplementary Planning Guidance Practice Note No. 3 available online at www.gov.je

Yours faithfully

Jonathan Gladwin

Planning Application Number PP/2016/1414

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

In accordance with Article 19(8) of the Planning and Building 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 resolve 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 outline permission under Article 19 of the Planning and Building (Jersey) Law 2002;

In respect of the following development:

OUTLINE APPLICATION: Demolition of existing gas works and associated office, showroom and staff accommodation. Construction of new residential development comprising of up to 253 No. 2 and 3 bedroom dwellings and associated residential facilities. 2 No. commercial units, semi-basement parking, ancillary areas, landscaping, amenities and public realm improvements. All matters noted, excluding external appearance and materials. EIA submitted. 3D Digital Model available.

To be carried out at:

Jersey Gas Co Site, Townell Street, St. Helier, JE2 4LU.

REASON FOR APPROVAL: The proposed development is considered to be acceptable having due regard to the Jersey Island Plan 2011 (Revised 2014) and all of the other material considerations raised. In particular, the development has been assessed against Policies SP1, SP2, SP3, SP4, SP6, SP7, GD1, GD3, GD4, GD5, GD6, GD7, GD8, NE1, HE1, HE5, H4, H6, E1, ER4, TT4, TT8, TT9, NR7, WM1 and LWM2 of the Jersey Island Plan 2011 (Revised 2014).

In addition, the development has been assessed against the North Town Masterplan as amended June 2011 and the Supplementary Planning Guidance Jersey Gas Site Development Brief (September 2013). In this case, the proposed development is regarded as acceptable having addressed the Aims of Development as set out in the Development Brief, and balanced the objectives of the various individual policies (particularly in relation to the amenities of neighbours, the protection of the historic

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environment and the delivery of housing units), within an economically viable development package necessary to secure the regeneration of this underutilised non-conforming hazardous use from the town.

It is considered that the proposed development offers important benefits in the regeneration of the area by repairing the townscape, improving the vitality and viability of the town and removing a non-conforming hazardous use from the town whilst providing much needed housing and public realm and landscape improvements to the area.

In addition, the representations raised to the scheme have been carefully assessed. The determination acknowledges the presented issues, particularly in relation to the highways and parking issues and regarding the amenities of neighbours by reference to the scale, form and nature of the proposals, and weighs them against the benefits delivered by the application. Taken as a package, it is considered that the application will be positive and beneficial, and that the potential impacts will not be unreasonable in all the circumstances.

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

- A.** The development shall commence within five years of the decision date or within 2 years of the approval of the Reserved Matters, whichever is the later.
Reason: The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.
- B.** Application for the approval of Reserved Matters, as detailed in Condition C, shall be made before the expiration of three years from the date of this decision.
Reason: To accord with Article 19(6) of the Planning and Building (Jersey) Law 2012.
- C.** Approval of the details of the elevations, design (including the siting of any balconies and / or terraces), external materials, landscaping and open space (including the interface between the Town Park and the development site), footpaths and public art – hereinafter called the Reserved Matters – shall be obtained by application prior to any development commencing.
Reason: To accord with Article 19(6) of the Planning and Building (Jersey) Law 2011.

Condition(s):

1. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister a Phasing Plan which shall include details of the order in which the principal elements of the development are proposed to be carried out. These shall include ground preparation works, construction of the Blocks A-D, vehicular access, car parking, the public realm and landscape works. The development shall

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thereafter be implemented only in accordance with the approved Phasing Plan.

2. Prior to commencement of development, a Percentage for Art Statement shall be submitted to and approved in writing by the Minister. The Statement must include details of a scheme for the provision of a work of art and the timing of its implementation by reference to the matters addressed in the approved Phasing Plan. The approved work of art shall be installed in accordance with the approved scheme.

3. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister a Demolition / Construction Environmental Management Plan designed to identify and mitigate the environmental and amenity effects of the development while it is in the course of construction. The matters to be addressed in the Plan shall include, but shall not be limited to the following:

- (a) the control of noise, vibration, dust and other emissions;
- (b) hours of working, by reference to days of the week, Bank and Public Holidays and specified activities, including noisy activities such as piling;
- (c) crushing, sorting and management of waste material, including excavated material, on the site;
- (d) vehicle wheel cleaning;
- (e) management of traffic and pedestrians;
- (f) the detection and management of any asbestos encountered during works; and
- (g) details of a complaints procedure, including office hours and out-of hours contact telephone numbers.

The Demolition / Construction Environmental Management Plan shall be implemented as approved.

4. Notwithstanding the information submitted with the planning application, the development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister a scheme setting out the allocation of the car parking spaces and cycle storage spaces to individual dwellings and the manner in which their use may be controlled. The parking spaces shall not be used by persons other than residents or visitors to residents or other than in accordance with the approved scheme.

5. Notwithstanding the information on the submitted plans, no fewer than two hundred and one parking spaces shall be provided for the use of residents or visitors to residents in accordance with the provisions of condition 4.

6. Notwithstanding the information submitted with the planning application, the development hereby permitted shall not be occupied until a Green Travel Plan to cover not less than 10 years from the date of first occupation has been submitted to and approved in writing by the Minister. No accommodation shall be occupied until a Green Travel co-ordinator has been appointed and their details forwarded to the Minister. The details of any subsequent appointees shall also be forwarded without undue delay. The approved Green Travel Plan shall be implemented in full over the period covered.

7. The development hereby permitted shall not be commenced until a scheme of service infrastructure has been submitted to and approved in writing

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by the Minister. The scheme shall include details of:

- (a) communal waste facilities, including provision for the separation of wastes for recycling, to include, but not be limited to food compost, glass and cardboard;
- (b) arrangements for the collection of waste;
- (c) communications infrastructure, including but not limited to any communal satellite television reception system;
- (d) the location and number of electric car charging points;
- (e) a system of sustainable urban drainage and rainwater harvesting for the irrigation and watering of landscaped areas;
- (f) external lighting;
- (g) smart meters for water and electricity consumption visible within every residential unit; and
- (h) phasing of the implementation of the foregoing by reference to the matters addressed in the approved Phasing Plan.

The detailed matters shall be implemented as approved and retained for the lifetime of the development.

8. Notwithstanding the information submitted with the planning application, the development hereby permitted shall not commence until there has been submitted to and approved in writing by the Minister a revised Waste Management Plan to include monitoring and reporting arrangements for the actual waste streams arising from excavation and demolition of existing structures. Reporting on progress to the Minister shall be undertaken no less frequently than every 6 months commencing with the first act of demolition or excavation. Prior to first occupation of the development a Waste Management Completion Report to demonstrate compliance with the Waste Management Plan shall be submitted to the Minister.

9. Prior to the commencement of any works of excavation or demolition on the site, a scheme for the management of contaminated material and for the remediation of contaminated land identified in the Phase 1 Desktop Study; for arrangements for on-going monitoring of pollutant linkages; and for contingency actions and the reporting, shall be submitted to and approved in writing by the Minister. The scheme shall be implemented as approved. In the event that additional contamination is encountered on the site during the course of development, work shall cease and the Department of the Environment notified immediately. The levels of potential contaminants shall be investigated and any risks to human health or the wider environment assessed and mitigation measures proposed in a scheme which shall be submitted to and approved in writing by the Minister. The scheme shall thereafter be implemented as approved and in accordance with the requirements of the Supplementary Planning Guidance Planning Advice Note 2 Development of Potentially Contaminated Land.

10. The details of landscaping required to be submitted and approved under Condition C shall include details of the phasing of implementation by reference to the matters addressed in the approved Phasing Plan. The landscaping shall be carried out in compliance with the approved details.

11. Prior to the commencement of any development on site, a Project Design shall be submitted to and approved in writing by the Minister. The Project Design shall include, but not be limited to, an archaeological watching

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brief for the duration of the works hereby approved, together with the evaluation and recording of significant archaeological, palaeoenvironmental and geoarchaeological remains and post-evaluation reporting of such remains.

The development shall be carried out in accordance with the approved Project Design. Should any unexpected significant finds be encountered during the course of the development, work shall cease on the site and the Minister shall be notified without delay. Work likely to be prejudicial to the integrity of the archaeology shall not recommence without the permission of the Minister having been granted and until the finds have been evaluated and provision made for recording in accordance with the Project Brief.

12. Notwithstanding the information on the submitted plans prior to the commencement of the development of the above-basement superstructure for any of the residential Blocks hereby permitted, details of the proposed foul and surface water drainage shall be submitted to and approved in writing by the Minister in consultation with TTS Drainage, to be thereafter implemented in full prior to first occupation of the relevant Blocks and retained for the lifetime of the development.

13. Notwithstanding the information submitted with the planning application, the landscape scheme required to be submitted under Condition C shall include details of the integration of the development hereby permitted with the Town Park and surrounding area. The scheme shall include the re-landscaping of the eastern part of the park (that part to the west of the existing timber pergola and water fountains within the red line of the application site shown on the approved plans) into the approved development. It shall be implemented in accordance with the phasing of matters relating to landscaping in the Phasing Plan approved under Condition C.

14. Notwithstanding the information submitted with the planning application, the details of all footpaths required to be submitted under Condition C shall include details of proposed pedestrian permeability and access into and through the development hereby permitted. The details shall be carried out in accordance with the phasing of matters relating to the public realm in the Phasing Plan approved under Condition 1.

15. Prior to the commencement of the development hereby permitted, a report setting out the arrangements for the management of the landscaped areas shall be submitted to and approved in writing by the Minister. The Report shall be implemented as approved. If, during the first 5 years from the date of planting, any tree or shrub planted in accordance with the approved landscape scheme dies, is removed or becomes seriously damaged or diseased, it shall be replaced in the next planting season by a similar tree or shrub, unless the Minister gives written consent for a variation of the scheme.

16. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister, a Method Statement to demonstrate how any risks to the aquatic environment will be minimised during the construction of the culvert for the Town Brook on the development site. The provisions of the Method Statement shall be complied with for the duration of demolition and construction works on the site.

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17. Prior to the occupation of any part of the development hereby approved, a completion report and contaminated land completion certificate demonstrating completion of the works and the effectiveness of any remediation undertaken within the context of the scheme(s) approved under Condition 9 shall be submitted to and approved in writing by the Minister.

Reason(s):

1. To ensure the satisfactory phasing of works in the interests of public amenity, in accordance with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)
2. To accord with the provisions of Policy GD8 of the Jersey Island Plan 2011 (Revised 2014)
3. In the interests of protecting the amenities of the area generally and to accord with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)
4. To ensure adequate car parking in accordance with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)
5. To ensure adequate car parking in accordance with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014).
6. In the interests of promoting sustainable patterns of development, and to accord with Policies TT9, BE2 and BE3 of the Jersey Island Plan 2011 (Revised 2014)
7. In the interests of providing adequate services infrastructure in accordance with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)
8. In the interests of securing waste minimisation, and to accord with Policy WM1 and BE2 of the Jersey Island Plan 2011 (Revised 2014)
9. To ensure the development does not have an unreasonable impact on public health or the wider environment and to accord with Policy GD6 of the Jersey Island Plan 2011 (Revised 2014)
10. To ensure that the benefits of the approved landscaping scheme are not delayed and consequently make a full contribution to the amenity of the site in the interest of sustaining and enhancing landscape quality, in accordance with Policy NE 4 and NE5 of the Island Plan, 2011 (Revised 2014)
11. To secure and safeguard the provision for inspection and recording of matters of archaeological importance associated with the application site.
12. In the interests of providing adequate drainage arrangements, in accordance with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)
13. In the interests of protecting the amenities of the area generally and to accord with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)
14. In the interests of protecting the amenities of the area generally and to accord with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)

15. To mitigate against the potential failure of trees and plants, and the extent to which that might threaten the success of the approved landscape scheme and in accordance with the requirements of Policies SP7 and GD7 of the Jersey Island Plan 2011 (Revised 2014)

16. In the interests of biodiversity and ecology, in accordance with Policies SP4, NE1, NE2 and NE3 of the Jersey Island Plan 2011 (Revised 2014)

17. To ensure the development does not have an unreasonable impact on public health or the wider environment and to accord with Policy GD6 of the Jersey Island Plan 2011 (Revised 2014)

FOR YOUR INFORMATION

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

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

Location Plan

Existing Site Plan 002 2

Proposed Site Plan 004 4

Existing Storey Height 003 3

Proposed Storey Height 010 2

Proposed Building Use 011 2

Proposed Access and Movement 012 4

Proposed Urban Design 013 2

Proposed Parking Disposition 014 3

Proposed Landscape Plan 001

Proposed Semi-Basement Plan 1B1 4

Proposed Ground Floor Plan 100 4

Proposed First Floor Plan 101 3

Proposed Second Floor Plan 102 3

Proposed Third Floor Plan 103 3

Proposed Fourth Floor Plan 104 3

Proposed Fifth Floor Plan 105 3

Proposed Roof Plan 106 3

Proposed West Elevation Profile and Massing 200 3

Proposed North Elevation Profile and Massing 201 3

Proposed East Elevation Profile and Massing 202 2

Proposed South Elevation Profile and Massing 203 3

Proposed Elevation Profile and Massing and Cross Sections 204 3

Proposed Elevation Profile and Massing and Cross Sections 205 3

Proposed Streetscape Sections 300 2

Proposed Street Sections 301 3

Design Code Elevations

Public Art Statement

Public Consultation

Environmental Impact Statement

EIS Non-Technical Summary

Transport Statement

Historic Environment Assessment

Proposed Servicing Strategy Plan 015

Response to DFI Comments

Addendum to EIA: cumulative effects of Tunnell Street and BOA.

DECISION DATE:

The development may also require building permission, 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.

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CAUTION

This decision is purely permissive and in no way absolves the parties concerned from obtaining, nor does it overrule, any other permission that may be required under any other law. In addition, it does not overrule any private property rights, nor does it absolve an applicant from the need to obtain the permission of the owner of the land to which a permission relates.

(P1; «P_Ref_no»; Page 1)

THIRD SCHEDULE**The Owner's Covenants with the Chief Officer**

The Owner covenants, agrees and undertakes:

Commencement

- 1 Not to Commence the Development until the Owner has given to the Chief Officer not less than twenty-eight (28) days' notice in writing of its intention so to do.
- 2 Not to Commence the Development until the Owner has given to the Chief Officer and the Minister for Infrastructure the Contractor's Agreed Works Programme.
- 3 The Owner shall procure that the Development is carried out diligently and with all due expedition in accordance with the Contractor's Agreed Works Programme.
- 4 The Owner shall not without the agreement (such consent not to be unreasonably withheld or delayed) in writing of the Chief Officer (in consultation with the Minister for Infrastructure) permit any alteration modification or variation to be made to the Contractor's Agreed Works Programme that will delay the time in which the obligations under this Agreement are to be performed.
- 5 The Owner shall properly monitor and co-ordinate the functions of the Professional Team and ensure that the carrying out of the Development is properly monitored and co-ordinated and that the Professional Team shall use all proper skill and care in the supervision of the Development.

Commutated Car Parking

- 6 Not to Commence or cause or permit to be Commenced any part of the Development until such time as the First Commuted Carparking Contribution has been paid to the Treasurer of the States.
- 7 To pay the First Commuted Carparking Contribution to the Treasurer of the States prior to the Commencement of the Development
- 8 To pay the Second Commuted Carparking Contribution to the Treasurer of the States prior to the completion of 50% of the Contractor's Agreed Works Programme within the Development.
- 9 To pay the Second Commuted Carparking Contribution forthwith following a Payment Default Notice.
- 10 To pay the Third Commuted Carparking Contribution to the Treasurer of the States prior to the completion of 100% of the Contractor's Agreed Works Programme within the Development.

- 11 To pay the Third Commuted Carparking Contribution forthwith following a Payment Default Notice.
- 12 Not to Occupy the Development: unless the First Commuted Carparking Contribution the Second Commuted Carparking Contribution and the Third Commuted Carparking Contribution have all been paid to the Treasurer of the States.

Monitoring of Obligations

- 13 To procure that the Chief Officer or the Minister for Infrastructure shall have the right at all reasonable times during the progress of the Development to enter upon the Site to view the state and progress of the Development PROVIDED ALWAYS that such person shall upon arrival at the Site report his presence to the principal contractor/site office and comply with any reasonable directions made by such contractor.
- 14 To acknowledge that the Chief Officer or the Minister for Infrastructure shall have a purely monitoring role and the approval, refusal, non-refusal or non-disapproval of anything by shall not imply any responsibility on the Chief Officer or the Minister for Infrastructure nor prevent the Chief Officer or the Minister for Infrastructure from taking action whether under this Agreement or otherwise.
- 15 To pay due regard to the requirements of the Chief Officer or the Minister for Infrastructure which are consistent with ensuring compliance with this Agreement.
- 16 Where in the exercise of the right to monitor this Agreement the Chief Officer or the Minister for Infrastructure (as the case may be) consider that 50% of the Contractors Agreed Works Programme has been reached but the Second Commuted Carparking Contribution has not been paid then the Chief Officer or the Minister for Infrastructure (as the case may be) may give notice to the Owner to that effect.
- 17 Where in the exercise of the right to monitor this Agreement the Chief Officer or the Minister for Infrastructure (as the case may be) consider that 100% of the Contractors Agreed Works Programme has been reached but the Third Commuted Carparking Contribution has not been paid then the Chief Officer or the Minister for Infrastructure (as the case may be) may give notice to the Owner to that effect.

FOURTH SCHEDULE**Chief Officer's covenants**

1. The Chief Officer covenants with the Owner to, at the written request of the Owner from time to time, to provide written confirmation of the discharge of the obligations contained in this Agreement (or any of them) when and to the extent that the Chief Officer is satisfied that such obligations have been performed.
2. The Chief Officer 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.
3. The Chief Officer 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 Chief Officer: [REDACTED]

[REDACTED]

Name and Position: ANDREW SCATE CEO DEPT OF ENVIRONMENT

in the presence of

[REDACTED]

Name and Position: Jonathan Gladwin (Senior Planner)

this 27 day of March 2017

Signed by The Brookfield Tunnel St. Holdings Limited

[REDACTED]

FIRST NAMES CORPORATE SERVICES LIMITED AS CORPORATE DIRECTOR

[REDACTED]

WINTER HILL FINANCIAL SERVICES LIMITED AS CORPORATE DIRECTOR

In the presence of

[REDACTED]

Name and Position

SOPHIE WADE
MANAGER, FIRST NAMES