

# *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-ninth day of July.**

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, the Public of the Island and the Parish of St Peter in relation to the development of the States of Jersey Airport, L'Avenue de la Commune, St Peter, be registered in the Public Registry of this Island.

[REDACTED]  
Greffier Substitute

LOD

Reg. Pub.

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

relating to the development of States of Jersey Airport, L'Avenue de la  
Commune, St Peter JE3 7BY

Dated 29<sup>TH</sup> JULY

2014

The Minister for Planning and Environment (1)

Public of the Island (2)

Parish of St Peter (3)

DATE 29<sup>th</sup> JULY

2014

### PARTIES

- (1) The Minister for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Minister")
- (2) Public of the Island acting by the Treasury Minister, c/o Jersey Property Holdings, Jersey Property Holdings, Maritime House, La Route du Port Elizabeth, St Helier JE2 3NW ("the Public")
- (3) Parish of St Peter acting by the Connétable of St Peter ("the Parish")

### 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 Public warrants that it is the owner in perpetuity (à fin d'héritage) of the Site (excluding that part of the Site which forms La Rue Carrée) to which it has right by virtue inter-alia of a contract of purchase from Emilie Wills née Aumont dated 13th February 1937.
- 3 The Parish warrants that it is the owner in perpetuity (à fin d'héritage) of La Rue Carrée which runs through and forms part of the Site by undisturbed possession of in excess of forty (40) years (*possession quadragenaire*).
- 4 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 in order that provision is made for regulating or facilitating the implementation of the Development and use of the

Site in the manner hereinafter appearing and without such the Minister would not be so minded.

- 5 The Parish is aware of the planning application submitted to the Minister and has consented to it insofar as is necessary in relation to that part of the Site which is within its ownership.
- 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:

<b>"Bus Shelter Contribution"</b>		means a financial contribution of ten thousand pounds (£10,000) (to be paid to the Treasurer of the States) towards the provision by the TTS Minister of the Bus Shelter Facilities
<b>"Bus Shelter Facilities"</b>		means the erection by the TTS Minister of a bus shelter
<b>"Commencement"</b>		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
<b>"Development"</b>		the development of the Site in accordance with the Planning Permit involving the demolition of the existing cargo centre building and the construction of a new

		cargo centre building and engineering workshop with new access and yard, associated parking, external works, infrastructure and landscaping.
<b>"Law"</b>		the Planning and Building (Jersey) Law 2002
<b>"Occupation, Occupy and Occupied"</b>		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
<b>"Offsite Highway Works"</b>		those works to be carried out in accordance with and as shown on Ramboll drawing 61030382-H-100-001 rev B a copy of which is attached in the Second Schedule to this agreement
<b>"Plan"</b>		the plan contained in the First Schedule to this agreement
<b>"Planning Permit"</b>		the planning permission for the Development (reference P/2013/1614) 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>		That part of the States of Jersey Airport as shown edged with a thick black line and hatched black on the Plan

<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 Public and the Parish under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by

the Minister against the Public and the Parish and their respective successors in title.

#### **4 CONDITIONALITY**

This Agreement is conditional upon:

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

save for the provisions of Clauses 9 and 10 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 COVENANTS**

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

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

5.3 The Minister covenants and agrees with the Public as set out in the Fifth Schedule

#### **6 PUBLIC REGISTRY OF CONTRACTS**

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

#### **7 MISCELLANEOUS**

7.1 Where the agreement, approval, consent or expression of satisfaction is required by the Public or the Parish 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 Public or the Parish 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 Public) 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 Public or the Parish in favour of the Minister under this Agreement are in addition to any of the Minister's powers under the Law.



- 7.8 Nothing contained herein shall be construed as obviating the need for the Public or the Parish 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 Public or the Parish as contained herein.
- 7.10 Neither party hereto shall 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 Public and the Parish agree 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 DISPUTE RESOLUTION**

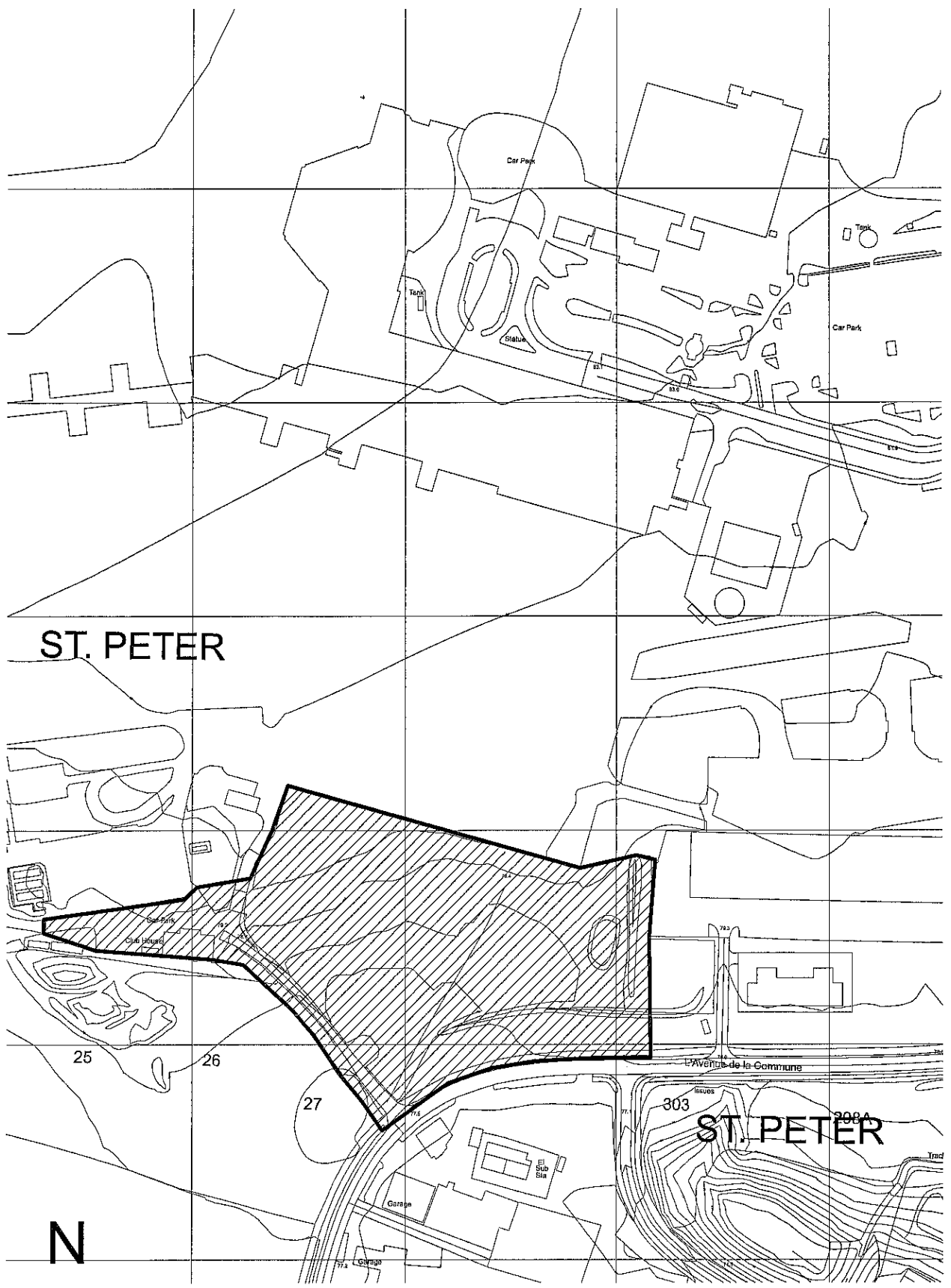
In the event that any dispute shall arise in respect of any provision of this Agreement it shall be referred if not resolved within seven working days to the arbitration of an independent arbitrator under the provisions of the Arbitration (Jersey) Law 1998 such arbitrator to be named by the agreement 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.

## **11 JURISDICTION**

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

FIRST SCHEDULE

**The Plan**



**ST. PETER**

**ST. PETER**

1:2500 (PROPOSED CARGO CENTRE SITE LOCATION PLAN)

**SECOND SCHEDULE**  
**The Offsite Highway Works**



THIRD SCHEDULE  
**The Planning Permit**

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

Planning Application Number P/2013/1614

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

### IMPORTANT NOTICE

This notice gives permission under Article 19 of the Planning and Building (Jersey) Law 2002, as amended. In accordance with Article 24(i) of the Law the grant of this permission enures (except insofar as the permission otherwise provides) for the benefit of the land to which it relates and of each person for the time being having an estate or interest in that land.

The development stated below may also require Building consent under Article 34, for which a separate application will need to be made. If you are in any doubt as to whether building permission is required please telephone the Building Applications Team on 448407 who will be pleased to help.

The Minister for Planning & Environment, having considered your application hereby GRANTS PERMISSION TO DEVELOP LAND<sup>1</sup> under Article 19 of the Planning and Building (Jersey) Law 2002.

Demolish existing cargo centre building. Construct new cargo centre building and engineering workshop with newly created road access and yard with associated parking, external works, infrastructure and landscaping. (EIS SUBMITTED)(Digital Model Available).

To be carried out at:

**States of Jersey Airport, L'Avenue de la Commune, St. Peter, JE3 7BY.**

### 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:** The proposed development is considered to be acceptable having due regard all of the material considerations raised. In particular, the development has been assessed against Policies TT15, GD1, SP7, GD7 and EIW2 of the 2011 Island Plan. In this case, the proposed development is considered to be of an appropriate form, a high

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

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**quality design, and has no unreasonable impacts on the amenities of neighbours or the area generally.**

Subject to compliance with the following conditions and approved plan(s):

### Standard Condition

- A. If the development hereby permitted has not commenced within five years of the decision date, this permission shall cease to be valid.

**Reason:** The Minister for Planning & Environment reserves the right to reconsider this proposal consequent on any future change of circumstances or policy.

### Condition(s):

1. Prior to the commencement of development a Construction Environmental Management Plan shall be submitted to and agreed in writing by the Minister for Planning and Environment which shall thereafter be implemented in full until the completion of the development. The Plan shall set out a mechanism for independent environmental audit and include an implementation programme of mitigation measures to minimise any adverse effects of the proposal, and shall include
  - A. A demonstration of best practice in relation to noise and vibration control; and control of dust and emissions;
  - B. Details of a publicised complaints procedure, including office hours and out-of-hours contact numbers;
  - C. Specified hours of working (to include that work resulting in noise being heard outside the application boundary occurs only between 8am and 6pm Monday to Friday, and 8am to 1pm on Saturdays, with no noisy working outside these times, and no noisy work on Bank or Public Holidays);
  - D. Details of any proposed crushing / sorting of waste material on site;
  - E. Details of the proposed management of traffic and pedestrians (to include for vehicle wheel washing);
  - F. Measures taken to detect and manage any asbestos;
2. Prior to the occupation of the development hereby permitted, details shall be submitted to and approved by the Minister for Planning and Environment, implemented and thereafter maintained, of a Green Travel Plan covering the management of travel movements to and from the site. The Methodology for the Green Travel Plan shall cover a period of at least 10-years and shall first have been agreed with the Minister for Planning and

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Environment, and shall include provision for management initiatives to ensure staff car parking occurs only in the new car park provided by this application, or the existing airport car park, or the Social Club car park. No accommodation shall be occupied until a Travel Plan coordinator has been appointed and their details forwarded to the Minister for Planning and Environment.

3. Notwithstanding the indications on the approved plans, prior to the commencement of the development hereby permitted, full details 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.

4. Prior to the commencement of the development hereby permitted, full details of the provisions and arrangements to be made for the storage, sorting, recycling, collection and disposal of operational refuse must 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.

5. Notwithstanding the submitted information, prior to commencement of the development hereby permitted, details shall be submitted to and approved by the Minister for Planning and Environment, implemented and thereafter maintained, setting out the arrangements for Waste Management in relation to the demolition of the existing cargo centre, and prior to occupation of the new cargo centre a Waste Management Completion Report shall be submitted to the Minister for Planning and Environment.

6. Prior to the commencement of development the levels of potential contaminants in the ground shall be investigated and any risks to human health or the wider environment assessed and mitigated, to the satisfaction of and in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated Land. For the avoidance of doubt the scope of all work must be agreed in writing in advance with the Minister for Planning and Environment.

7. The cargo centre hereby approved shall not be occupied until such time as the existing cargo centre has been demolished and / or all vehicle movements to and from the existing cargo centre have ceased.

8. Notwithstanding the information on the approved plans, prior to the commencement of development, full details including manufacturers specification and the proposed location of petrol interceptors shall be submitted

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to and approved in writing by the Minister for Planning and Environment, to be thereafter implemented in full prior to first occupation of any element of the application site, and maintained in perpetuity thereafter.

9. Notwithstanding the information on the approved plans, prior to the commencement of development, full details of permeable paving / SUDS to be applied to all hard surfaced areas shall be submitted to and approved in writing by the Minister for Planning and Environment to be thereafter implemented in full prior to first occupation of any element of the application site, and maintained in perpetuity thereafter.

10. Notwithstanding the information on the approved plans, prior to the commencement of development, full details including manufacturers specification of the proposed air source heat pumps shall be submitted to and approved in writing by the Minister for Planning and Environment to be thereafter implemented in full prior to first occupation of any element of the application site, and maintained in perpetuity thereafter.

11. The development hereby permitted shall not be commenced until details of the appointed Landscape Architect have been agreed in writing by the Minister for Planning and Environment and the appointed Landscape Architects shall have submitted to and have approved in writing by the Minister for Planning and Environment, a scheme of landscaping which 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 and on adjoining land within the same ownership;
- ii) 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;
- iii) other landscape treatments to be carried out or features to be created, for example, any excavation works, surfacing treatments, or means of enclosure;
- iv) the measures to be taken to protect existing trees and shrubs; and,
- v) the arrangements to be made for the maintenance of the landscaped areas.

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

13. Prior to the commencement of development an Ecological Survey of the site must be submitted to and approved in writing by the Minister for Planning

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and Environment. The Ecological Survey shall be undertaken by a suitably qualified person and to a methodology to be first agreed in writing by the Minister for Planning and Environment. Thereafter, depending on the findings of the survey, suitable mitigation measures, to an agreed timetable, may need to be incorporated into the development.

14. A work of art shall be delivered in the form as agreed by the Minister for Planning and Environment and detailed in the Statement. The approved work of art must be installed prior to the occupation of the development hereby approved unless otherwise agreed in writing.

15. Prior to the commencement of development, the levels of potential contaminants in the ground shall be investigated, any risks to human health or the wider environment assessed and mitigation measures proposed in a scheme to be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented to the satisfaction of the Minister for Planning and Environment and in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated Land as amended. Any changes to the scheme require the express written consent of the Minister for Planning and Environment.

16. Prior to 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 set out in the approved scheme, shall be submitted to and approved in writing by the Minister for Planning and Environment. Where required by the Minister, 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 Minister.

17. The building hereby approved shall only be occupied by businesses which have an operational need to be located at the airport. This need shall be identifiable by reference to: the safe and efficient operation of the airport / airline operators; and / or, the handling of freight; and / or the provision of facilities for passengers.

18. Prior to the commencement of development an archaeological assessment of final ground work proposals alongside proposed mitigation, as prepared by a suitably qualified professional, shall be submitted to and approved in writing by the Minister for Planning and Environment, with the

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recommendations to be thereafter delivered in full prior to first occupation of the development hereby approved.

### Reason(s):

1. In the interests of protecting the amenities of the area to accord with Policy GD1 and BE2 of the Jersey Island Plan 2011 and in the interests of preventing contamination, in accordance with Policy GD6, BE2 and NR1 of the Jersey Island Plan 2011.
2. In the interests of promoting sustainable patterns of development, and to accord with Policies TT9, BE2 and SP6 of the Jersey Island Plan 2011.
3. To ensure a high quality of design and in accordance with Policies SP7, BE2 and GD7 of the Jersey Island Plan 2011.
4. To ensure that adequate service infrastructure is provided, in accordance with Policy GD1 and BE2 of the Island Plan, 2011.
5. In the interests of securing waste minimisation, and to accord with Policy WM1 and BE2 of the Jersey Island Plan 2011.
6. To ensure the development does not have an unreasonable impact on public health or the wider environment and to accord with Policy GD1, BE2, and GD6 of the Jersey Island Plan 2011.
7. In the interests of ensuring adequate highways infrastructure in accordance with Policy GD1 of the Jersey Island Plan 2011 as the submitted Transport Statement has been produced on the basis of zero movements in relation to the existing cargo centre.
8. To ensure satisfactory drainage arrangements in accordance with Policy GD2 of the Jersey Island Plan 2011 and in the interests of preventing contamination, in accordance with Policy GD6, BE2 and NR1 of the Jersey Island Plan 2011.
9. To ensure satisfactory drainage arrangements in accordance with Policy GD2, GD2 and LWM2 of the Jersey Island Plan 2011
10. In the interests of delivering renewable energy in accordance with Policy NR7 and BE2 of the Jersey Island Plan 2011.

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11. 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 and to deliver a high quality development in accordance with Policies SP7, BE2 and GD7 of the Jersey Island Plan 2013.
12. To ensure the benefits of the landscape scheme are not delayed, in the interests of the amenities of the area and to deliver a high quality development in accordance with Policies SP7, BE2 and GD7 of the Jersey Island Plan 2013.
13. In the interests of reviewing the presence of protected species and ensuring adequate mitigation and to ensure compliance with Policies NE1 and NE2 of the Jersey Island Plan 2011.
14. So as to accord with the provisions of Island Plan policy BE12.
15. To ensure the development does not have an unreasonable impact on public health or the wider environment and to accord with Policy GD1 and GD 6 of the Jersey Island Plan, 2011.
16. 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.
17. Permission has been given on the basis of the operational needs of the airport in accordance with Policy TT15 of the Jersey Island Plan 2011.
18. In accordance with Policy HE5 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.

Location Plan (00)350 B  
Location Plan 1045-100  
Proposed Site Plan (00)351 E  
Proposed Substation Plans (00)361  
Proposed Substation Elevations (00)562 C  
Proposed Cargo Unit Ground and First Floor Plans (00)360 D  
Proposed Eng Workshop and Cargo Unit Combined GA Plan: Ground Floor

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(00)365 C

Proposed En Workshop and Cargo Unit Combined GA Plan: First Floor (00)366 C

Proposed Engineering Unit Ground Floor Plan (00)355 B

Proposed Engineering Unit First Floor Plan (00)356 B

Proposed Eng Workshop and Cargo Unit Combined GA Plan: Roof Plan (00)367 B

Proposed Engineering Unit Elevations Sheet 1 900)555 F

Proposed Engineering Unit Elevations Sheet 2 (00)556 F

Proposed Cargo Unit Elevation Sheet 1 (00)560 E

Proposed Cargo Unit Elevations Sheet 2 (00)561 D

Proposed Cargo and Engineering Units Contextural Elevations (00)565 F

Proposed Design Access Statement

Proposed Screen Planting Design Concept ACARGO / A1 / 01

Proposed Demolition Waste Management Plan

Proposed Breeam Pre-Assessment Study

Proposed Energy and Sustainability Strategies

Proposed MEP Services Design Overview

Proposed Drainage Statement

Proposed Island Plan 2011 Policy Review

Proposed Supporting Statement

Proposed Structural Design Statement

Proposed Transport Statement

Proposed Environmental Impact Statement

Access Road Junction General Arrangement 61030382-H-100-001 Rev B

Percentage for Art Statement

Statement of eco-features

**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.**

Signed for Director

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

APPROVED

## FOURTH SCHEDULE

### **Covenants with the Minister**

The Public and the Parish hereby covenant, agree and undertake to the Minister:

#### **COMMENCEMENT**

- 1 Not to Commence the Development until the Public has given to the Minister twenty-eight (28) days' notice in writing of its intention so to do.

#### **OFFSITE HIGHWAY WORKS**

- 2 Not to Occupy or cause or permit to be Occupied the Development until such time as the Offsite Highway Works have been completed to the reasonable satisfaction of the Minister (in consultation with the TTS Minister).
- 3 Not to Occupy or cause or permit to be Occupied the Development until such time as all and any land forming part of the Offsite Highway Works that is not already in the public's ownership has been ceded and transferred to the Public free of all charges and encumbrances.

The Public hereby covenants, agrees and undertakes to the Minister:

#### **BUS SHELTER**

- 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 shall have been paid to the Treasurer of the States.



## FIFTH SCHEDULE

### **The Minister covenants with the Public**

#### **Repayment of contributions**

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

Signed on behalf of the Minister

by ... [redacted] (PETER LG GRENEY).....

in the presence [redacted] JOHN NICHOLSON

this 28 day of JULY 2014

Signed on behalf of the Public

by [redacted] .....

in the presence of .. [redacted] .....

this 11 day of JULY, 2014

Signed on behalf of the Parish

by ... [redacted] .....

in the presence of .... [redacted] .....

this 21 day of July 2014