

# *In the Royal Court of Jersey*

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**Samedi Division**

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**In the year two thousand and nineteen, the sixth 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 The Chief Officer for the Environment, Claremont Developments Limited and High Gorse Limited in relation to Field 1534 and Claremont House, Tower Road, Jersey, JE2 3HR, 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 Field 1534 and Claremont House, Tower Road, Jersey, JE2 3HR

Dated *4<sup>th</sup> March*



The Chief Officer for the Environment (1)

Claremont Developments Limited (2)

High Gorse Limited (3)

DATE

4<sup>th</sup> March -

2019

**PARTIES**

1. The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US (**"the Chief Officer"**);
2. Claremont Developments Limited of 13-14 Esplanade, St Helier, Jersey JE1 1EE (**"the First Owner"**); and
3. High Gorse Limited of Harbour Breeze Old St. John's Road St Helier Jersey JE2 3LG (**"the Second Owner"**).

The First Owner and the Second Owner hereinafter together referred to together as **"the Owners"**.

**RECITALS**

- 1 The First Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of part of the Site by hereditary purchase by contract dated 20 November 2015 from Robert Noel Hogge.
- 2 The Second Owner warrants that it is the owner perpetuity (*à fin d'héritage*) of the remaining part of the the Site by hereditary purchase by contract dated 5 December 1997 from Malcolm John La Boutillier and Allan Sinclair Miller.
- 3 The Owners submitted the Application (accorded the reference P/2018/1785) for planning permission for the Development.
- 4 Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Chief Officer is minded 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:

<b>"Agreement"</b>	this agreement including the recitals and
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	schedules hereto;
<b>"Application"</b>	the application for planning permission in respect of the Site and described as "Demolish existing dwelling and associated structures. Construct 1 No. seven bed dwelling with garage to South of site. Construct 16 No. two bed residential units in 2 No. blocks with basement parking, associated landscaping and alterations to vehicular access to North of site." and given the reference P/2018/1785;
<b>"Bus Stop Contribution"</b>	the sum of thirteen thousand pounds (£13,000) to be paid by the Owners to the Treasurer of the States to be applied towards highway improvement works at bus stop number 2394 consisting of: <ul style="list-style-type: none"> <li>▪ Eastbound bus shelter provision and works to comprise the erection of an information board.</li> </ul>
<b>"Chief Officer"</b>	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;
<b>"Commencement"</b>	the date on which any constructions works forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out to exclude, for the avoidance of doubt, any investigation of the Site, any clearance of the Site, removal of any asbestos from the Site and any demolition on the Site and "Commence" and "Commenced" shall be construed accordingly;
<b>"Cycleway Contribution"</b>	the sum of twenty eight thousand three hundred and fifty pounds (£28,350) to be paid by the Owners to the Treasurer of the

	States to be applied by the Minister for Infrastructure for the purposes of the section of St Aubin road between First Tower and George V Cottages cycle route and walking route as required by the Island Plan 2011;
<b>"Development"</b>	the development of the Site as set out in the Planning Permit;
<b>"Dwelling Unit"</b>	a residential unit forming part of the Development to be constructed pursuant to the Planning Permit;
<b>"Footpath Works"</b>	the formation of a public footpath in accordance with a specification consistent with the Footpath Works Plan;
<b>"Footpath Works Plan"</b>	the plan outlining the Footpath Works, a copy of which is contained in the Fifth Schedule.
<b>"GST"</b>	goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
<b>"Index"</b>	the all Items index of retail prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey.
<b>"Interest"</b>	interest at three per cent above the base lending rate of the Barclays Bank Plc from time to time.
<b>"Island Plan 2011"</b>	the States of Jersey Island Plan, 2011 (as amended from time to time);
<b>"Law"</b>	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;
"PoSH"	means the Parish of St Helier;
"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;
"Public"	the Public of the Island of Jersey;
"Royal Court"	the Royal Court of the Island of Jersey;
"Site"	the site comprising (i) the house known as "Claremont House" with the dependent gardens and other appurtenances and (ii) part of Field 1534, the whole as shown for the purposes of identification 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 jointly and severally 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 First Owner or the Second Owner to the Site or any part or parts thereof.

### **6 CHIEF OFFICER COVENANTS**

The Chief Officer jointly and severally 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 served on the Owners shall be deemed to have been properly served if sent by ordinary post to and addressed to the address of the First Owner 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 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.

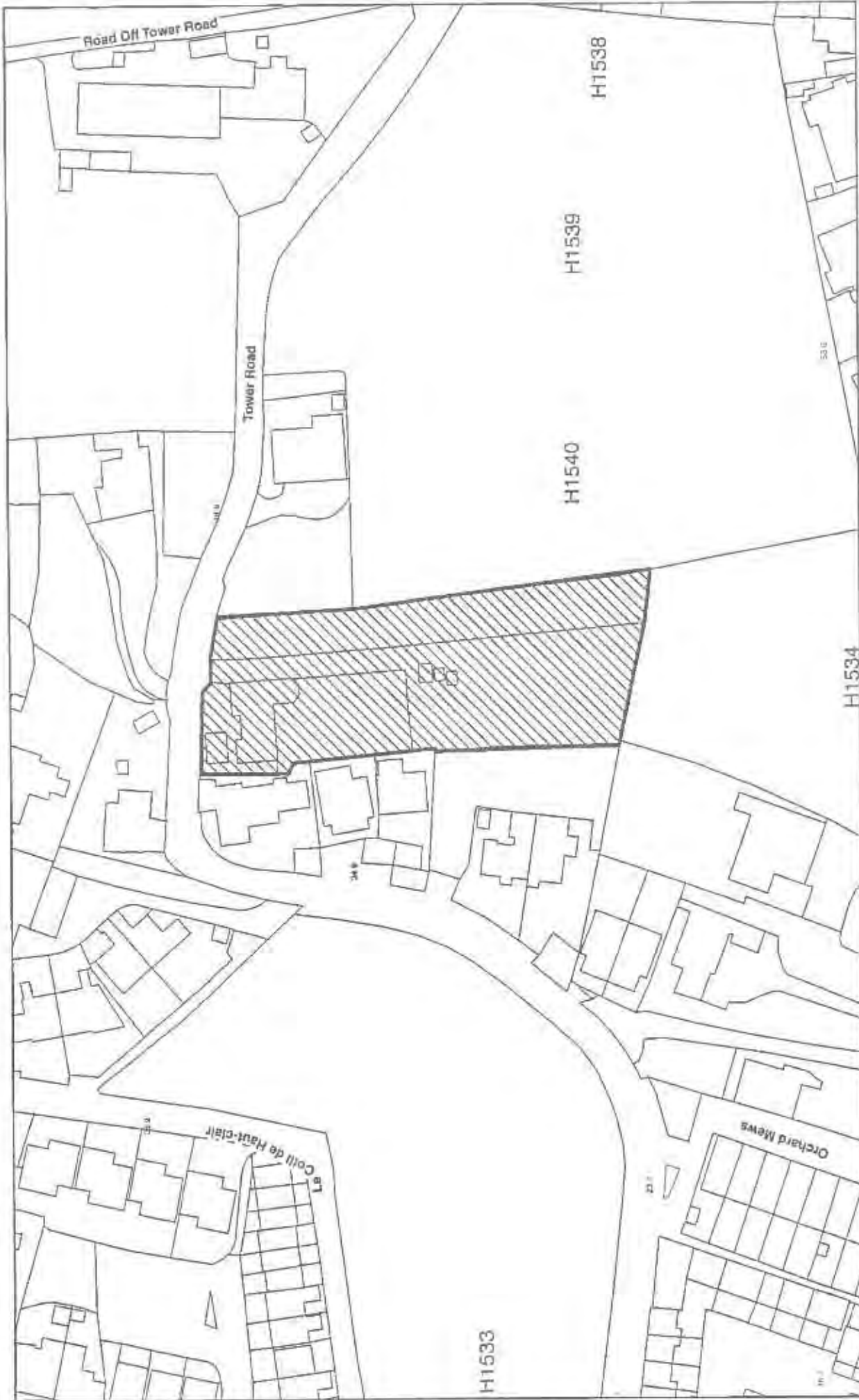
14.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that GST had not previously been charged in respect of that supply the person making the supply shall have the right to issue a GST invoice to the person to 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 Site**



1:966

Date: 21/02/2019

(c) States of Jersey Copyright 2017



First Schedule

**APPLEBY**

Licence No: J21

SECOND SCHEDULE

**The Planning Permit**

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/1785

### DRAFT PLANNING PERMISSION

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 under Article 19 of the Planning and Building (Jersey) Law 2002;

#### In respect of the following development:

Demolish existing dwelling and associated structures. Construct 1 No. seven bed dwelling with garage to South of site. Construct 16 No. two bed residential units in 2 No. blocks with basement parking, associated landscaping and alterations to vehicular access to North of site. (3D model available)

#### To be carried out at:

Field 1534 &, Claremont House, Tower Road, St. Helier, JE2 3HR.

#### 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 SP 1; SP 2; SP 3 SP 4; SP 5; SP 6; SP 7; GD 1; GD 4; GD 7; GD 8; BE 3; H 4; H 6; NE 2; NR 7; TT 4; TT 8; LWM 2; LWM 3 and WM 1 of the Adopted Island Plan 2011 (Revised 2014) in which the re-development of the site for residential development is acceptable in this sustainable location; the site can be suitably drained and accessed and the development can be provided without adversely impacting on the amenities of neighbouring properties or on the character and appearance of the area generally.

In addition, the representations raised to the scheme on the grounds of the overpowering dominance of development having an adverse impact on skyline and Green Backdrop Zone; impact on traffic safety; the site is

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# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/1785

too close to a blind bend with an increase in traffic using Tower Road; overdevelopment of site resulting in overlooking and loss of light/amenity for neighbours; surface water drainage provision and issues of flooding; increased noise and disturbance, loss of wildlife and proposed screening not considered to be adequate have been assessed.

However, it is considered that the proposal accords with the relevant policies of the Adopted 2011 Island Plan (Revised 2014) in that it does not have an unreasonable impact on the existing residential character in this location, the design is acceptable given the context of the area and the development will not impact on traffic safety.

### INFORMATIVES:

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should be aware of the possible presence of ASBESTOS within the development site. It is recommended that further advice is sought from a suitably qualified professional prior to the commencement of development so as to reduce the risk to public health.

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance on The Control of Dust and Emissions from Construction and Demolition, which can be found online at:  
[http://www.london.gov.uk/thelondonplan/guides/bpg/bpg\\_04.jsp](http://www.london.gov.uk/thelondonplan/guides/bpg/bpg_04.jsp)

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance contained in the document 'Guidelines on Noise Control for Construction Sites' which is available online at  
<http://www.gov.je/Industry/Construction/Pages/ConstructionSite.aspx> and 'British Standard BS5228:2009 Code of Practice for Noise and Vibration Control on Construction and Open Sites'.

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.

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## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/1785

**Reason:** To ensure that the development is carried out and completed in accordance with the details approved.

### Condition(s):

1. Before any superstructure development first commences on site, full sample details of all the external materials to be used in the construction of the new development shall be submitted to and approved in writing by the Department of the Environment. The approved scheme shall be implemented in full and shall be retained and maintained as such.
2. No part of the development hereby permitted shall be begun until a Demolition/Construction Environmental Management Plan has been submitted to and approved by the Department of the Environment. The Demolition/Construction Environmental Management Plan shall be thereafter implemented in full until the completion of the development and any variations agreed in writing by the Department prior to such work commencing. The Plan shall secure an implementation programme of mitigation measures to minimise the adverse effects of the proposal on the environment, and shall include but not be limited to:
  - A. A demonstration of compliance with best practice in controlling, monitoring, recording and reporting on any emissions to the environment (such as noise and vibration, air, land and water pollution);
  - B. Details of a publicised complaints procedure, including office hours and out-of-hours contact numbers;
  - C. Details of any proposed crushing/ sorting of waste material on site, and
  - D. Specified hours of working.
3. No part of the development hereby approved shall be occupied until the means of vehicular access and car parking areas as indicated on the approved plans have been wholly constructed in accordance with the approved plans and shall thereafter be retained as such.
4. No part of the development hereby approved shall be occupied until the cycle parking facilities as indicated on the approved plan have been wholly constructed in accordance with the approved plans. The facilities shall thereafter be retained solely for the use of occupants of the development and retained as such.
5. No part of the development hereby approved shall be occupied until the electric car charging facilities have been wholly constructed in accordance with the approved plans. The facilities shall thereafter be retained solely for the use of occupants of the development and maintained as such.

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## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/1785

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 <PEDESTRIAN 600mm/ VEHICULAR 900mm> shall be erected within them.
7. Prior to the occupation of any part of the development hereby approved, the Percentage for Art contribution shall be delivered on site, in accordance with the details submitted in the approved Percentage for Art Statement.
8. The findings and required mitigation measures outlined in the Ecology Assessment shall be implemented prior to the commencement of development, continued throughout the phases of development (where applicable) and thereafter retained and maintained as such. 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 provisions and arrangements to be made for the storage, sorting, recycling and disposal of refuse are completed in accordance with the approved plans, and thereafter they must be retained as such.
10. Before any development first commences on site, precise details of the proposed foul water and surface water drainage arrangements shall be submitted to and approved in writing by the Department. The approved scheme shall then be implemented prior to any part of the development first being brought into use and thereafter retained as such.
11. No part of the development hereby permitted shall be begun until a scheme of landscaping has been 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, 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. Once agreed, the approved scheme shall be implemented in full and thereafter retained as such.

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## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/1785

12. Any tree felling, hedge removal or any clearance works shall only be undertaken between the months of 1st October to 1st March in any calendar year, unless a written statement has been submitted from a qualified and competent person confirming that there are no nesting birds or other protected wildlife in any of the trees or hedgerows to be felled or removed. The written statement shall be submitted to and approved by the Department of the Environment at least 5 working days in advance of any felling or clearance works.

13. No part of the development hereby permitted shall be begun until precise details of the methods to reduce, recycle and re-use construction and demolition waste have been submitted to, and approved in writing by, the Department of the Environment. The details shall be set out in a Waste Management Plan which shall assess, quantify and propose a method for each material identified.

### Reason(s):

1. To safeguard the character and appearance of the area and in accordance with the requirements of Policies GD 1 and GD 7 of the Adopted Island Plan 2011 (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, GD6 and WM1 of the Adopted Island Plan 2011 (Revised 2014).
3. In the interests of highway safety, in accordance with Policy GD 1 of the Adopted Island Plan 2011 (Revised 2014).
4. In the interests of promoting sustainable patterns of development, in accordance with Policies TT 4 and SP 6 of the Adopted Island Plan 2011 (Revised 2014).
5. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 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 accordance with the requirements of Policy GD 8 of the Adopted Island Plan 2011 (Revised 2014).
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).

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## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/1785

9. In accordance with Policy WM1 of the Adopted Island Plan 2011 (Revised 2014).
  10. To ensure that the property has adequate foul and surface water drainage and in order to prevent any pollution of groundwater in accordance with Policy LWM2 and LWM 3 of the Adopted Island Plan 2011 (Revised 2014).
  11. 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).
  12. To ensure the protection of any nesting birds and any recognised species in accordance with Policies NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
- 1
3. In accordance with Policy WM1 of the Adopted Island Plan 2011 (Revised 2014).

### 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 plans have been approved:

Location Plan  
 Existing Site Plan 10 P4  
 Existing Site Sections & Photographs 011 P4  
 Existing Elevations 012 P4  
 Proposed Site Plan 020 P7  
 Proposed Under Podium Parking Plan 100 P10  
 Proposed Ground Floor Plan 101 P9  
 Proposed First Floor Plan 102 P9  
 Proposed Roof Plan 104 P8  
 Proposed Landscape Plan 110 P7  
 Apartment Layouts Unit Types A & B 120 P5  
 Apartment Layouts Unit Types C & D 121 P5  
 Apartment Elevations Typical Block A & B 200 P7  
 House Elevations 202 P7  
 Contextual Elevations Sheet 1 of 2 - 203 P9  
 Contextual Elevations Sheet 2 of 2 - 204 P7  
 Apartment Section Section A-A 300 P6  
 House Section Section B-B 301 P7  
 Apart Facade Details 310 P6  
 House Facade Details 311 P7  
 Apartment CGI 400 P7  
 House CGI 401 P7  
 Design & Access Statement

APPROVED



# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/1785

Percentage for Art Statement  
Initial Ecological Assessment  
Crime Impact Statement  
Storm Sewer Design Statement  
Drainage Contributing Areas 002 C  
Drainage Strategy 001 F  
Site Waste Management Plan  
Transport Statement  
Planning Statement.

### DECISION DATE:

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](http://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](http://www.gov.je/planning)

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**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 their intention so to do.

**CONTRIBUTIONS**

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

**FOOTPATH WORKS AND TRANSFER**

- 4 To carry out and complete the Footpath Works at the cost of the Owners prior to the Occupation of any part of the Development.
- 5 Not to Occupy any part of the Development until such time as the Footpath Works have been carried out and completed.
- 6 Following completion of the Footpath Works to transfer to the PoSH free of charge upon request by the PoSH that part of the Site upon which any of the Footpath Works have been carried out so that the Footpath Works thereby will form part of the PoSH by-road

## 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 four years of the date of receipt by the Treasurer of the States of such payment.

FIFTH SCHEDULE

**Footpath Works Plan**

Parish owned "Public Footpath" upon which the "Footpath Works" to be undertaken

High Gorse Limited ("the Second Owner") as referred to in the POA agreement, to gift the land as highlighted, between the Parish owned public footpath and proposed new development boundary upon which the "Footpath Works" are to be undertaken

Claremont Developments Limited ("the First Owner") as referred to in the POA agreement, to gift the land as highlighted, between the existing Parish owned public footpath and the proposed new development boundary upon which the "Footpath Works" are to be undertaken.

Red hatched indicates Parish to extend public footpath Planning Ref P/2017/05

CHANT DE LA MER WATER RESOURCES

Tower Road





Signed on behalf of [redacted] by [redacted] (PETER LE GREYLEY)

in the presence of [redacted] (CHRISTOPHER JONES)  
this 4<sup>th</sup> day of March 2019

Signed on behalf of [redacted] Developments Limited by [redacted]

in the presence of [redacted]  
this 1 day of 03 2019

Signed on behalf of High Gorse Limited by [redacted] NIGEL WESTON (DIRECTOR)

in the presence of [redacted]  
this 1 day of 3 2019