

In the Royal Court of Jersey

Samedi Division

In the year two thousand and seventeen, the twentieth day of January.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between (i) The Minister for the Environment, (ii) Castle Properties (Oxford Road) Limited, (iii) Castle Properties (Stopford Road) Limited and (iv) HSBC Bank PLC, in relation to the former BOA Warehouses, L'Avenue et Dolmen du Pre des Lumieres and La Rue le Masurier, 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 Jersey Deep Freeze, Archway House, BOA Warehouse, Le Masurier House, F Nicholson & Son Ltd, Totem Plastics, L'Avenue et Dolmen du Pre des Lumieres / La Rue le Masurier, St. Helier, JE2 4YE

Dated

19th

December 2016

THE MINISTER FOR THE ENVIRONMENT (1)

CASTLE PROPERTIES (OXFORD ROAD) LIMITED AND CASTLE PROPERTIES
(STOPFORD ROAD) LIMITED (2)

HSBC BANK PLC (3)

PROP-34681551-2

DATE

19th

December 2016

PARTIES

- (1) The Minister for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Minister");
- (2) CASTLE PROPERTIES (OXFORD ROAD) LIMITED ("CPOR") AND CASTLE PROPERTIES (STOPFORD ROAD) LIMITED ("CPSR") (CPOR and CPSR, together "the Owner") of 44 Esplanade, St Helier, Jersey
- (3) HSBC BANK PLC of 70 Pall Mall, London SW1Y 5EY "the Lender"

RECITALS

- 1 The Owner warrants that they are the owners in perpetuity (*à fin d'héritage*) as to the Site by rights under hereditary contracts of purchase (amongst other realty) as follows:-
 - 1.1 10th March 1972 by CPOR (under its former name of "Wakehams (St. Helier) Limited") from "Jersey Gas Company Limited";
 - 1.2 10th March 1972 by CPSR (under its former name of "La Moye Estates Limited") from "Jersey Gas Company Limited";
 - 1.3 14th November 1997 by CPSR (under its former name of Le Masurier (Stopford Road) Limited from "The Public of this Island";
 - 1.4 9th November 2001 by CPOR (under its former name of Le Masurier (Oxford Road) Limited from "Edgware Developments Limited";
 - 1.5 5th June 2009 by Freya Inga Gallichan from CPOR;
 - 1.6 5th June 2015 by CPOR from "Andre Jonathan Duquemin and Della Bridget Duquemin (nee Fagan)";
 - 1.7 10th July 2015 by CPOR from "F Nicholson & Son Limited";
- 2 The Lender has an interest in the Site by virtue of four judicial hypothecs registered against the Site (or a part thereof as the case may be) dated 22 October 2010 by CPSR, 22 October 2010 by CPOR, 5 June 2015 by CPOR and 10 July 2015 by CPOR.
- 3 The Owner submitted an application (accorded the reference PP/2015/1538) for planning permission for the Development.
- 4 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.
- 5 The Committee refused planning permission on 17 March 2016 subsequent to which the applicant Castle Properties (Jersey) Limited exercised its right under

Article 108 of the 2002 Law to appeal the said refusal of planning permission ("the Appeal").

- 6 The Appeal was heard by an Inspector ("the Inspector") on the 7 July 2016.
- 7 Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Inspector in his report dated 29 August 2016 ("the Inspector's Report") to the Minister recommended that of planning permission for the Development should be granted subject to the prior completion of this Agreement to secure the obligations contained herein.
- 8 Having considered the Inspector's Report under the Minister has give effect to the Inspector's recommendation to allow the appeal and grant planning permission subject to subject to the prior completion of this Agreement to secure the obligations contained herein
- 9 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 10 The parties acknowledge that this Agreement is legally binding.
- 11 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 PLANNING: Demolish existing warehouse, office & commercial units. Convert, alter and extend existing Archway building, store & commercial unit. Construct 174 No. dwellings, 4 No. commercial units, community facility, 191 No. car parking spaces & associated ancillary storage, plant & landscaping. Fixed matters: Layout, Massing and Means of Access. Reserved matters: Appearance and Landscaping. (EIS submitted) (3D Model available)

	AMENDED PLANS: Reduce height of block along La Rue le Masurier by one storey. Total number of residential units reduced to 169." and given the reference PP/2015/1538;
"Bus Shelter Contribution"	the sum of seven thousand five hundred pounds (£7,500) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure towards the provision of a new bus shelter in the environ of the Site.
"Chief Officer"	the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States responsible for planning and building in accordance with Article 1 of the Law;
"Commencement"	the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out, and "Commence" and "Commenced" shall be construed accordingly;
"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"	for	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
"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;
"Public Contribution"	Realm	the sum of one hundred and sixty nine thousand pounds (£169,000) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure towards the enhancement or improvement of public realm infrastructure within the vicinity of the Site.
"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 Approvals"	Matters	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"	Jersey Deep Freeze, Archway House, BOA Warehouse, Le Masurier House, F Nicholson & Son Ltd, Totem Plastics, L'Avenue et Dolmen du Pre des Lumieres / La Rue le Masurier St Helier JE2 4YE as shown for the purpose of identification edged by a thick black line and hatched black 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 Minister the successors to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

3 LEGAL BASIS

- 3.1 This Agreement is made pursuant to Article 25 of the Law.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Minister and 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 the Third Schedule and any other 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 Minister 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 MINISTER COVENANTS

The Minister covenants with the Owner as set out in the Fourth Schedule.

7. 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.

8 MISCELLANEOUS

- 8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Minister under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Minister by the Director - Development Control of Planning and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control 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 Minister and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Minister by any of the obligations or covenants by the Owner in favour of the Minister under this Agreement are in addition to any of the Minister's statutory powers under the Law.
- 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 Minister as a result of the Minister 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 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.

10 CHANGE IN OWNERSHIP

The Owner agrees with the Minister to give the Minister written notice (as soon as reasonably practical following such change) of any change in ownership of 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 LENDER'S CONSENT

The Lender acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the Lender over the Site shall take effect subject to this Agreement PROVIDED THAT the Lender shall otherwise have no liability under this Agreement unless it takes possession of the Site in which case it too will be bound by the obligations as a person deriving title from the Owner.

14 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.

15 GOODS AND SERVICES TAX

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

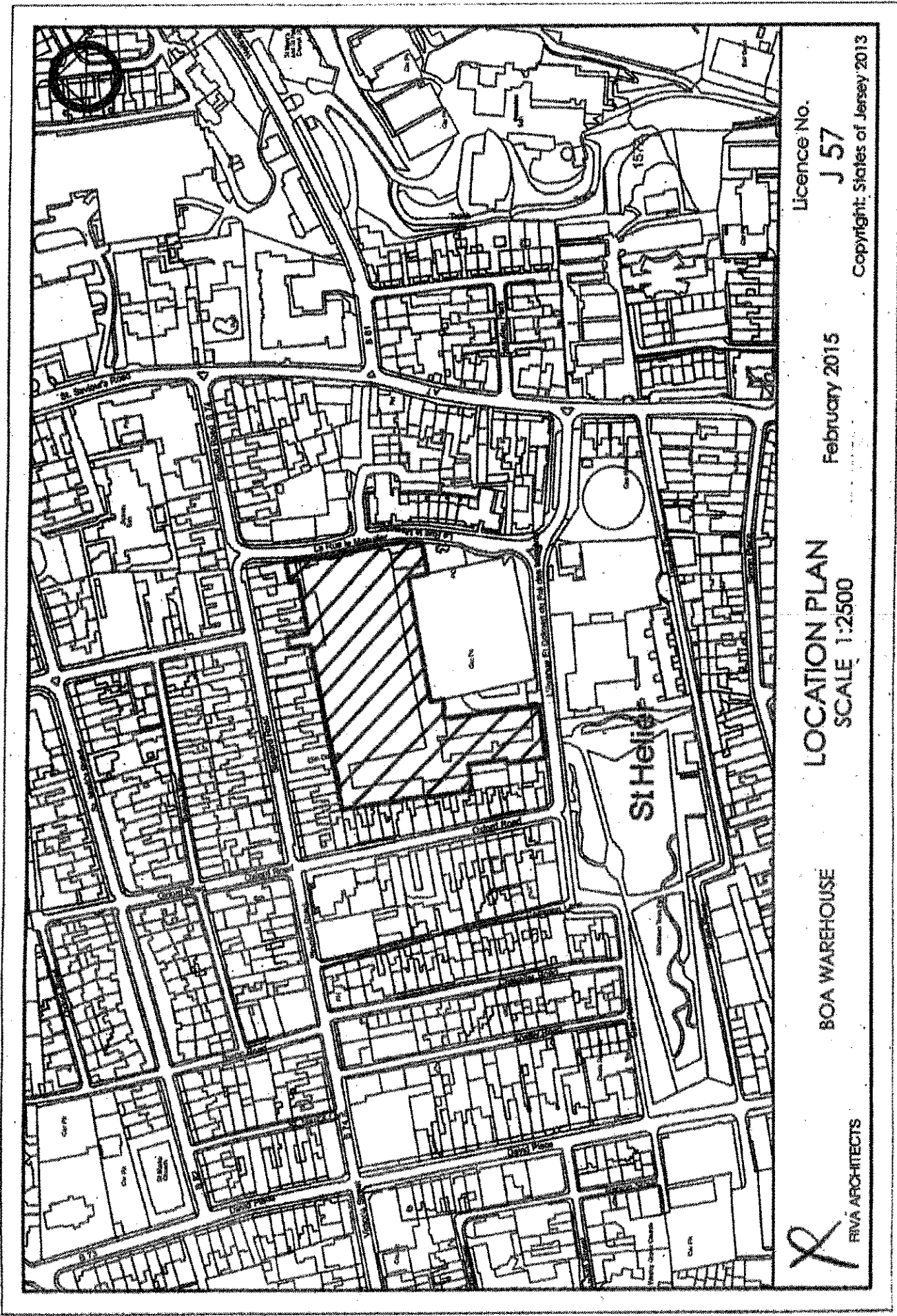
15.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that GST had not previously been charged in respect of that supply the person making the supply shall have the right to issue a GST invoice to the person to whom the supply was made and the GST shall be paid accordingly.

16 JURISDICTION

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

FIRST SCHEDULE

The Plan




Licence No. **J 57**
 Copyright: States of Jersey 2013

February 2015

LOCATION PLAN
 SCALE 1:2500

BOA WAREHOUSE

 FIVA ARCHITECTS

SECOND SCHEDULE
The Planning Permit

Department of the Environment
Planning and Building Services
 South Hill
 St Helier, Jersey, JE2 4US
 Tel: +44 (0)1534 448508

States
 of Jersey

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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 outline permission under Article 19 of the Planning and Building (Jersey) Law 2002.

In respect of the following development:

OUTLINE PLANNING: Demolish existing warehouse, office & commercial units. Convert, alter and extend existing Archway building, store & commercial unit. Construct 174 No. dwellings, 4 No. commercial units, community facility, 191 No. car parking spaces & associated ancillary storage, plant & landscaping.

Fixed matters: Layout, Massing and Means of Access.

Reserved matters: Appearance and Landscaping.

(EIS submitted) (3D Model available)

AMENDED PLANS: Reduce height of block along La Rue le Masurier by one storey. Total number of residential units reduced to 169.

To be carried out at:

Jersey Deep Freeze, Archway House, BOA Warehouse, Le Masurier House, F Nicholson & Son Ltd, Totem Plastics,, L'Avenue et Dolmen du Pre des Lumieres / La Rue le Masurier, St. Helier, JE2 4YE.

REASON FOR APPROVAL: Permission has been granted having taken into account the relevant policies of the approved Island Plan, together with other relevant policies and all other material considerations, including the consultations and representations received.

This is an Outline Permission granting consent for the overall level of development on the site (including the scale and siting of the new blocks, and the overall number of new units / level of floorspace).

It is acknowledged that the application has led to considerable objection from nearby residents; these comments have been carefully considered

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as part of the assessment.

However, the Minister is satisfied that, owing to the overall design and layout of the scheme (including the orientation and stepped design of the new buildings), the development will not unreasonably harm the amenities of existing residents. The impacts of the scheme in medium and longer views have also been tested.

The approved development will lead to the provision of a significant number of new residential units, as well as some replacement commercial units, in a highly-sustainable location in central St Helier - this is in line with the core principles of the 2011 Island Plan (revised 2014).

Accordingly, the application is considered to be compliant with key policies of the Island Plan, including in particular SP 1 (Spatial Strategy), GD 1 (General Development Considerations), GD 3 (Density of Development), and H 6 (Housing Development within the Built-Up Area). 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.

INFORMATIVES

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance on the type of information to be provided in a Demolition/Construction Environmental Management Plan (D/CEMP) which can be found online at:

<http://www.gov.je/Industry/construction/pages/constructionsite.aspx>

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

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

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'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 five years of the decision date or within 2 years of the approval of the final 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 2002.
- C. Approvals of the details of the external appearance of the buildings, and landscaping of the site – 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. Prior to the commencement of development, details regarding the proposed use of the new 'commercial units' hereby approved, must be submitted to, and agreed as part of the application.
2. Once the development is completed, access for the general public shall be maintained through the site at all times for the lifetime of the development.
3. Prior to the commencement of development, written confirmation that the refuse storage and collection arrangements have been agreed to the satisfaction of the Parish of St Helier, including a refuse separation and recycling strategy, is to be submitted to the Department of the Environment, to be thereafter implemented in full prior to first occupation and maintained in perpetuity thereafter.
4. A Percentage for Art contribution must be delivered in accordance with the Percentage for Art Statement submitted to, and approved by, the Department of the Environment. Precise details relating to the exact form which the contribution will take, must be submitted and approved, prior to the commencement of the development hereby approved. Thereafter, the approved

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work of art must be installed prior to the first use / occupation of any part of the development hereby approved.

5. Notwithstanding the submitted information, prior to the commencement of development, a scheme setting out the allocation of the car parking spaces and cycle storage spaces to individual apartments shall be submitted to and approved in writing by the Department of the Environment, to be implemented in full prior to first occupation and maintained in perpetuity thereafter. For the avoidance of doubt, there shall be no car parking by commuters or non-residents other than persons visiting residents. Car parking shall not to be sub-let or reassigned to non-residents of the development.

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

7. Prior to first occupation of any part of the development a full Travel Plan must be submitted to, and agreed in writing by, the Department of the Environment, in consultation with the Department of Infrastructure.

8. Prior to the commencement of development, a full Site Waste Management Plan must be submitted to, and agreed in writing by, the Department of the Environment.

9. Waste management shall be implemented in full accordance with the approved Waste Management Strategy. Any variations shall be agreed to in writing by the Department of the Environment prior to the commencement of such work.

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

11. Notwithstanding the conclusions reached within the Phase 1 Desktop Study, following the commencement of development during the demolition and construction phases, should any contamination not previously identified be found, the Department of the Environment shall be informed as soon as possible. No further development shall be carried out (unless otherwise agreed

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in writing with the Department) until the levels of potential contaminants in the ground have been investigated and any risks to human health or the wider environment assessed and mitigated, in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated Land as amended.

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

13. Prior to the commencement of development, a Demolition / Construction Environmental Management Plan (D/CEMP) shall be submitted to, and agreed in writing by, the Department of the Environment. The D/CEMP shall thereafter be 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 include an implementation programme of mitigation measures to minimise any adverse effects of the proposal, and shall include, but is not limited to;

- a) a demonstration of best practice in relation to noise and vibration control; and control of dust and emissions (such as noise and vibration, air, land and water pollution);
- b) details of a publicised complaints procedure, including office hours and out-of-hours contact numbers;
- c) specified hours of working (to include that work which would result in noise being heard outside the application boundary occurs only between 8am and 6pm Monday to Friday, and 8am to 1pm on Saturdays, with no noisy working outside these times, and no noisy work on Bank or Public Holidays);
- d) details of any proposed crushing / sorting of waste material on site;
- e) details of the proposed management of traffic and pedestrians (to include for vehicle wheel washing); and
- f) measures taken to detect and manage any asbestos.

14. Prior to the commencement of development, full details the low-carbon initiatives and on-site renewable energy technologies to be incorporated within the scheme, shall be submitted to, and approved in writing by, the Department

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of the Environment. Thereafter, the agreed details shall be implemented in full prior to first occupation of the development and retained for the lifetime of the development.

15. Prior to the commencement of development, a Project Design shall be submitted to and approved in writing by the Department of the Environment. The Project Design shall comprise an archaeological watching brief for the duration of the works hereby approved, with provision to record significant remains and post evaluation reporting and once approved in writing, shall be implemented at the applicant's expense in accordance with the approved mitigation scheme. Should there be any unexpected significant finds during the remediation and other ground works, work shall cease on site and the Minister for Planning and Environment shall be notified immediately to allow for proper evaluation of such finds.

16. Prior to commencement of the development hereby approved, a programme of recording and analysis of Archway House shall be submitted to, and approved by, the Department of the Environment. The recording and analysis shall be carried out by a suitably qualified person as agreed by the Department. That work shall be carried out in full accordance with the programme approved. Any variations shall be agreed to in writing by the Department prior to the commencement of such work.

17. Unless otherwise agreed in writing by the Department of the Environment, all external lighting must be erected and directed in accordance with the Institution of Lighting Engineers Guidance Notes for the Reduction of Light Pollution 1994 (revised) as applicable to an area of medium district brightness.

18. Prior to the commencement of development, a detailed water conservation strategy must be submitted to, and agreed in writing by, the Department of the Environment.

Reason(s):

1. This information is not stated within the approved plans, and is therefore required to be submitted and agreed, in accordance with Policy GD 1 of the Adopted Island Plan 2011 (Revised 2014).
2. To ensure public accessibility through the site, under the provisions of Policy GD 1 of the Adopted Island Plan 2011 (Revised 2014).
3. In the interests of providing adequate service infrastructure in accordance with Policy GD 1 of the Adopted Island Plan 2011 (Revised 2014).

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4. In accord with the provisions of Policy GD 8 of the Adopted Island Plan 2011 (Revised 2014).
5. For the avoidance of doubt and to ensure adequate car parking in accordance with Policy GD 1 of the Adopted Island Plan 2011 (Revised 2014).
6. In the interests of highway safety, in accordance with Policy GD 1 of the Adopted Island Plan 2011 (Revised 2014).
7. To ensure that, before development proceeds, a full and effective Travel Plan is put in place, in accordance with Policies GD 1 and TT 9 of the Adopted Island Plan 2011 (Revised 2014).
8. To ensure that, before development proceeds, a full and effective Site Waste Management Plan is put in place, in accordance with Policies GD 1 and WM 1 of the Adopted Island Plan 2011 (Revised 2014).
9. To protect the amenities of the occupiers of neighbouring properties and the visual amenities of the surrounding area, in accordance with Policies GD 1 and WM 1 of the Adopted Island Plan 2011 (Revised 2014).
10. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD 1 and GD 6 of the Adopted Island Plan 2011 (Revised 2014).
11. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD 1 and GD 6 of the Adopted Island Plan 2011 (Revised 2014).
12. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD 1 and GD 6 of the Adopted Island Plan 2011 (Revised 2014).
13. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD 1, GD 6 and WM 1 of the Adopted Island Plan 2011 (Revised 2014).
14. In the interests of sustainable development in accordance with Policies GD 1 and NR 7 of the Adopted Island Plan 2011 (Revised 2014).
15. To secure and safeguard the provision for inspection and recording of matters of architectural / archaeological / historical importance associated with the building / site which may be lost in the course of works, in accordance with Policies SP 4 and HE 5 of the Adopted Island Plan 2011 (Revised 2014).

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16. To ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building or place in accordance with Policies SP 4, HE 1, HE 2, HE 5 of the Adopted Island Plan 2011 (Revised 2014).

17. In the interests of the amenities of the area and in accordance with the requirements of Policy GD 1 of the Adopted Island Plan 2011 (Revised 2014).

18. To ensure that an appropriate water conservation strategy is put in place in accordance with Policies GD 1 and NR 2 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

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

Location Plan
 Existing Site Plan 824 001 A
 Existing Elevations 824 002 A
 Existing Sections 824 003 A
 Existing Photographs 824 004
 Existing 3D Model 824 005 A
 Existing Floor Plans - Archway House 824 008
 Existing Floor Plans - Le Masurier House 824 009
 Existing Sections 04, 05 & 06 824 31 A
 Existing Sections 07, 08, 09 & 10 824 32 A
 Proposed Site and Roof Plan 824 10 G
 Proposed Lower Ground Floor Plan 824 11 I
 Proposed Raised Podium Plan 824 12 H
 Proposed First Floor Plan 824 25 B
 Proposed Second Floor Plan 824 26 A
 Proposed Third Floor Plan 824 27 A
 Proposed Fourth Floor Plan 824 28 A
 Proposed Roof Plan 824 30 A
 Proposed Site Section 01, 02 & 03 824 18 C
 Proposed Site Sections 04, 05 & 06 824 33 C
 Proposed Site Sections 07, 08 & 09 824 34 C
 Proposed Site Sections 10, 11 & 12 824 36 A
 Existing & Proposed Context Sections 15 & 16 824 37 A
 Proposed Aerial View 01 824 040 A
 Proposed Aerial View 02 824 041 A
 Proposed Aerial View 03 824 042 A
 Proposed Aerial View 04 824 043 A
 Proposed Aerial View 05 824 044 A
 Proposed Aerial View 06 824 045 A

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number PP/2015/1538

Proposed Aerial View 07 824 046 A
Proposed Aerial View 08 824 047 A
Proposed Aerial View 09 824 048 A
Proposed Aerial View 10 824 049 A
Proposed Courtyard Views 01 824 050 A
Outline Landscape Design 1518-P0002 Rev B
Outline Landscape Proposal 1518-P0001 Rev B
Landscape & Visual Impact Appraisal
Design Statement
Design Statement Appendix
Planning Statement
Framework Construction & Environmental Management Plan
Non-Technical Summary of EIA
Environmental Impact Statement
Transport Assessment
Phase I Desk Study, Walkover & Risk Assessment
Phase II Intrusive Investigation Risk Assessment Report
Site Investigation Report
Asbestos Survey Report No. 05JB/0116
Asbestos Survey Report X943
Asbestos Survey Report X942/R1/T3
Engagement with Neighbours

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.

APPROVED

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

The Owner covenants, agrees and undertakes:

COMMENCEMENT

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

Bus Shelter

- 2 Not to Commence or cause or permit to be Commenced any part of the Development until such time as the Bus Shelter Contribution has been paid to the Treasurer of the States.
- 3 To pay the Bus Shelter Contribution to the Treasurer of the States upon the execution of this Agreement.

Public Realm

- 4 Not to Commence or cause or permit to be Commenced any part of the Development until such time as the Public Realm Contribution has been paid to the Treasurer of the States.
- 5 To pay the Public Realm Contribution to the Treasurer of the States upon the execution of this Agreement.

FOURTH SCHEDULE

Minister's covenants

1. The Minister 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 Minister is satisfied that such obligations have been performed.
2. The Minister hereby covenants with the Owner to use all sums received by the Treasurer of the States from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.
3. The Minister covenants not use any sums received by the Treasurer of the States from the Owner under the terms of this Agreement until such time as the Owner have given notice of Commencement of the Development in accordance with the Third Schedule.
4. The Minister hereby covenants with the Owner if the Planning Permit expires prior to the Commencement of Development he will procure or arrange that the Treasurer of the States will re-pay to the Owner all amounts paid by the Owner to the Treasurer of the States under this Agreement within 28 days of receiving a written request for repayment from the Owner.
5. The Minister covenants with the Owner that he will procure or arrange that the Treasurer of the States will pay to the Owner such amount of any payment made by the Owner to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement within seven years of the date of receipt by the Treasurer of the States of such payment.

Signed on behalf of the Minister:

[Redacted Signature]

Name and Position: PETER LE GRESELEY (DIRECTOR)

in the presence of

[Redacted Signature]

Name and Position: JOHN NICHOLSON (PLANNING OFFICER)

this 19th day of December 2016

Signed by CASTLE PROPERTIES (OXFORD ROAD) LIMITED

[Redacted Signature]

FRANCES ALLAIN - ALTERNATE DIRECTOR
DONNA LAVERTY - ALTERNATE DIRECTOR

in the presence of

[Redacted Signature]

CLAIRE-LOUISE VAUTIER

Name and Position: ADMINISTRATOR - INTERTRUST

this 16th day of December 2016

Signed by CASTLE PROPERTIES (STOPFORD ROAD) LIMITED

[Redacted Signature]

FRANCES ALLAIN - ALTERNATE DIRECTOR
DONNA LAVERTY - ALTERNATE DIRECTOR

in the presence of

[Redacted Signature]

CLAIRE-LOUISE VAUTIER

Name and Position: ADMINISTRATOR - INTERTRUST

this 16th day of December 2016

Signed on behalf of HSBC BANK PLC

[Redacted signature]

Name and Position: ALEXANDER TYRWHITT - BANKING MANAGER

In the presence of

[Redacted name]

Name and Position: JULIE SELLING
ASST. MGR

this 16th day of December 2016

RESTRICTED

PROP-34681551-2

