

In the Royal Court of Jersey

Samedi Division

In the year two thousand and eighteen, the eighteenth day of April.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between (i) The Chief Officer for the Environment and (ii) JFTU (Property) Limited in relation to the JFTU site, La Grande Route de St Jean, St John, 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 the JFTU site, La Grande Route de St Jean, St John,
Jersey

Dated

16th April.

April 2018

The Chief Officer for the Environment (1); and
JFTU (Property) Limited (2).

DATE

April 2018

PARTIES

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("**the Chief Officer**"); and
- (2) JFTU (Property) Limited (co regn. 101370) ("**the Owner**") of 57 Down Street St Helier Jersey JE24TR.

RECITALS

- 1 The Owner warrants that by right under hereditary contract of purchase of 1st August 2008 from Kias Investments Limited it is the owner in perpetuity (*à fin d'héritage*) of the Site.
- 2 The Channel Island Co-operative Society submitted an application (accorded the reference P/2017/1137) for planning permission for the Development.
- 3 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.
- 4 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 5 The parties acknowledge that this Agreement is legally binding.
- 6 This Agreement shall be construed so as to give effect to the purpose and intention of the Law.

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

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

"Agreement"	this agreement including the recitals and schedules hereto;
"Application"	the application for planning permission in respect of the Site and described as "Demolish existing structures. Construct retail unit and petrol station with associated parking and landscaping. Construct 2 No. one bed and 1 No. two

	bed residential units" and given the reference P/2017/1137;
"Bus Shelter and Footpath Works"	the construction of a bus shelter and footpath on the Land in accordance with a specification submitted to the Chief Officer and approved by him (acting reasonably) prior to the commencement of such works;
"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 (3%) above the base lending rate of HSBC Bank Plc from time to time;
"Island Plan 2011"	The States of Jersey Island Plan, 2011 (as amended from time to time);

"Law"	the Planning and Building (Jersey) Law 2002;
"Land"	that part of the Site as shown cross-hatched on the plan attached at the Fifth Schedule;
"Minister for Infrastructure"	the Minister for Infrastructure of the States of Jersey, including his or her successor and any person or body to whom the functions of the Minister for Infrastructure may be transferred hereafter or lawfully delegated from time to time;
"Occupation, Occupy and Occupied"	occupation for the purposes permitted by the Planning Permit (that is as a retail unit and petrol station with residential occupation on part) but not including occupation by: the Owner with respect to the business carried on from the Site at the date of this Agreement (it being acknowledged that the Development is unlikely to be commenced immediately after the date of this Agreement and that the Owner will likely continue to trade from the Site as at the date of this Agreement until the Development is Commenced), personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
"Plan"	the plan of the Site attached at the First Schedule;
"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;
"Royal Court"		the Royal Court of the Island of Jersey;
"Site"		the property of the Owner currently known as the JFTU site, La Grande Route de St Jean, St John, Jersey, as shown for the purpose of identification only hatched on the Plan and as more fully described in the First Schedule and upon which the Owner is to procure the carrying out of the Development;
"Traffic Contribution"	Signage	a one-off lump sum payment of Ten Thousand Pounds (£10,000) Sterling;

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 or the Minister for Infrastructure the successors to their respective statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

3 LEGAL BASIS

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

4 CONDITIONALITY

This Agreement is conditional and shall come in to effect upon:

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

save for the provisions of Clause 15 (jurisdiction) which shall come in to effect immediately on completion of this Agreement.

5 OWNER'S COVENANTS

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

6 CHIEF OFFICER'S COVENANTS

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

7. PUBLIC REGISTRY OF CONTRACTS

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

8 MISCELLANEOUS

- 8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the Director - Development Control of Planning and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control of Planning at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.
- 8.2 Any notices on the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 8.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 8.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the Commencement of Development.
- 8.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 8.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Chief Officer and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Chief Officer by any of the obligations or covenants by the Owner

in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.

- 8.8 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 8.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.
- 8.10 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 8.11 All communications and notices served or made under this Agreement shall be in writing.

9 WAIVER

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

10 CHANGE IN OWNERSHIP

The Owner agrees with the Chief Officer to give the Chief Officer written notice (as soon as reasonably practical following such change) of any change in ownership of its interest in the Site occurring before all the obligations under this Agreement have been discharged.

11 INDEXATION

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from the date on which this Agreement is registered in the Public Registry of Contracts until the date on which such sum is payable.

12 INTEREST

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment.

13 DISPUTE RESOLUTION

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

14 GOODS AND SERVICES TAX

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

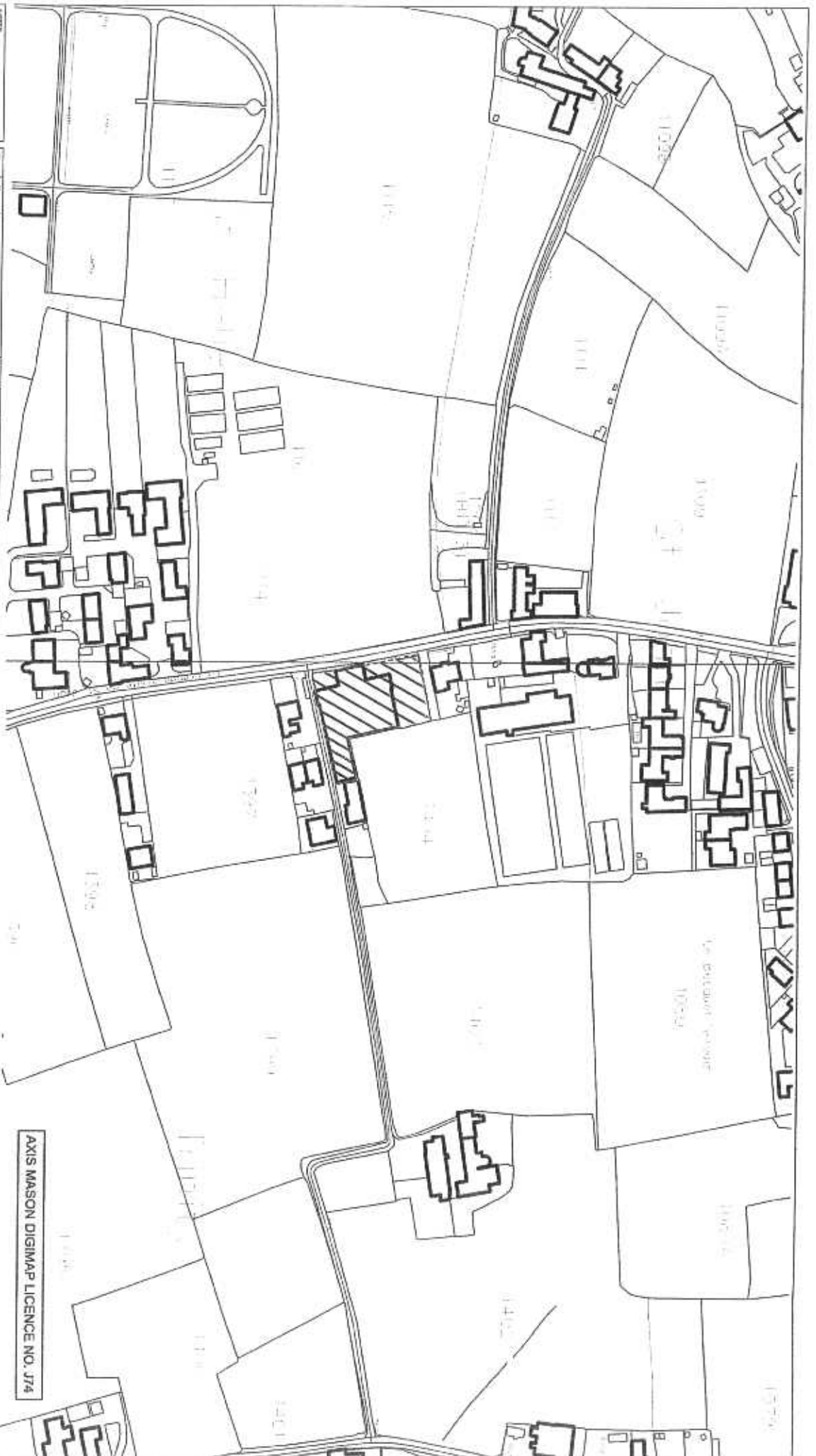
14.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that GST had not previously been charged in respect of that supply the person making the supply shall have the right to issue a GST invoice to the person to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

15 JURISDICTION

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

FIRST SCHEDULE**Details of Owner's title and description of Site**



All that immovable property known as the JFTU site, La Grande Route de St Jean, St John, Jersey to which the Owner has right pursuant to a contract of purchase dated 1st August 2008 from Kias Investments Limited, as the same is shown for the purpose of identification only hatched on the Plan annexed overleaf.



NOTES
 Proposed alterations only are to be taken from the drawings. All alterations shall be indicated on each sheet by a note and a full description of the work. The drawings shall be read in conjunction with all other documents issued in connection with this project. All drawings are to be read in conjunction with the contract documents. The drawings shall not be used for any other purpose without the prior written permission of Axis Mason Ltd.
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Rev	Description	Dwn	Cwd	Date
P1	Planning Issue	SL	EC	01.08.2017

KEY
 --- SITE BOUNDARY

Client: Channel Islands Co-operative Society
Project: Proposed Mixed Use Scheme on JFU Site La Grande Route De St. John Trinity, Jersey
Drawing Title: Site Location Plan

AXIS MASON
 LONDON GLASGOW JERSEY DUBLIN DUNDON

4 Seaton House, 7 Seaview Crescent,
 La Roche Road, Dunoon
 01750 3721 ABBYVAUGHN.CO.UK

Scale @ A4: 1:2500 Date: JULY 2017
 Project: MB Issue: PLANNING
 Co-ordinator: Status:

Job No: 3242	Drawing No: 00-001	Revision: P1
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SECOND SCHEDULE

The Planning Permit

P/2017/1137

Department of the Environment
Planning and Building Services

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



Mr M Bridge
Axis Mason Limited
Sommerville House
Phillips Street
St Helier
JE2 4SW

Planning Application Number P/2017/1137

Dear Sir

Application Address:	JFTU Town and Country Ltd, La Grande Route de St. Jean, Trinity, JE3 5FN.
Description of Work:	Demolish existing structures. Construct retail unit and petrol station with associated parking and landscaping. Construct 2 No. one bed and 1 No. two bed residential units. 3D model available.

Please find enclosed the decision notice for the above application.

The approved plans and any conditions attached to the decision are important and should be complied with. If there is any variation from the approved plans or the conditions please notify us immediately.

Failure to comply with the approved plans or conditions may result in enforcement action.

If you are unhappy with a condition attached to this permission, you may request a review or make an appeal. How to do this is set out in Supplementary Planning Guidance Practice Note No. 3 available online at www.gov.je

Yours faithfully

Jonathan Gladwin

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



Planning Application Number P/2017/1137

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

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

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

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

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

In respect of the following development:

Demolish existing structures. Construct retail unit and petrol station with associated parking and landscaping. Construct 2 No. one bed and 1 No. two bed residential units. 3D model available.

To be carried out at:

JFTU Town and Country Ltd, La Grande Route de St. Jean, Trinity, JE3 5FN.

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.

Considering the existing use and size of the use and its location on a main road out of St Helier in the Built up Area just to the southern side of Sion, it is considered that the proposed use and scale and size of the development is acceptable in this location and St Helier and local shopping centres will be suitably protected.

Given the site's location on a main road out of St Helier within walking distance of the settlement at Sion, in close proximity of a main bus route and considering the proposed retail store replaces an existing retail store which has a larger total floor area than proposed and a similar

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Planning Application Number P/2017/1137

development with a similar parking ratio was approved at Grouville, it is considered that the proposed parking provision and trip generation is acceptable.

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

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

Condition(s):

1. Prior to commencement of the development hereby approved, a Demolition/Construction Environmental Management Plan shall be 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;
 - D. Specified hours of working;
2. No part of the development hereby approved shall be brought into first use/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 be retained and maintained as such.
3. No part of the development hereby approved shall be brought into first use/occupied until the vehicular manoeuvring area and respective car parking spaces have been laid out, surfaced and drained as indicated on the approved plans. The car parking spaces shall thereafter be retained solely for the use in

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Planning Application Number P/2017/1137

association with the development and shall not be sub-let for any other purpose.

4. No part of the development hereby approved shall be brought into first use/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 users/staff members of the development and maintained as such.

5. No part of the development hereby approved shall be brought into first use/occupied until all hard and soft landscape works including the boundary treatments as indicated on the approved plans have been carried out in full, unless agreed otherwise in writing by the Department of the Environment. Following completion, the landscaping areas shall be thereafter maintained as such.

6. 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.

7. No part of the development hereby approved shall be brought into first use/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.

8. No part of the development hereby approved shall be brought into first use/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.

9. Prior to commencement of the development hereby approved, a Noise Impact Assessment for the development shall be submitted to and approved in writing by the Department of the Environment. Any recommended mitigation measures in the noise assessment shall thereafter be implemented in full, retained and maintained as such.

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PLANNING AND BUILDING (JERSEY) LAW 2002

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10. Prior to the commencement of development, the hours of use of the external lighting for the development hereby approved, shall be submitted to and approved by the Department of the Environment. The hours of use of the external lighting shall thereafter be adhered to in full in accordance with such approved details.

11. Notwithstanding any indications on the plans hereby approved, no part of the residential development shall be occupied until the patio and the open deck access to the north and south elevation at first floor level is fitted with an obscure privacy screen (the privacy screen on the southern elevation shall run in its total length from the western edge of the patio to the top of the stairs), to a height of 1800mm from finished floor level. Once constructed, the screen shall be maintained as such thereafter.

12. No part of the residential development hereby approved shall be occupied until the proposed window in the south elevation at first floor level is fitted with obscure glass. Once implemented, the obscure glazing shall be maintained as such thereafter.

13. Notwithstanding any indications on the plans hereby approved, no part of the development hereby approved shall be brought into first use/occupation until the wall to the northern boundary is constructed along the length of the northern boundary, to a height of 1800mm from finished ground level. Both sides of the wall shall be finished to the satisfaction of the Department of the Environment. Once constructed, the wall shall be maintained as such thereafter.

14. Notwithstanding any indications on the plans hereby approved, the main car park shall be closed to the general public outside the opening hours of the store by the use of a barrier. Once installed, the barrier shall be maintained as such thereafter.

15. A Percentage for Art contribution must be delivered in accordance with a Public Art Statement submitted to, and approved by, the Minister for Planning and Environment. The approved work of art must be installed prior to the first occupation of any part of the development hereby approved.

16. Notwithstanding any indications on the plans hereby approved, no part of the residential development hereby approved, shall be occupied until details of a secure cycle store for the residents of the development have been submitted to and approved by the Department of the Environment. The facilities shall thereafter be retained solely for the use of residents of the development and maintained as such.

17. No part of the development hereby approved shall be brought into first

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Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2017/1137

use/occupied until the electric car charging ducting has been wholly constructed. The ducting for the electric car charging points shall thereafter be retained and maintained as such.

18. Prior to the development being brought into first use, a servicing logistics plan detailing all aspects of the servicing of the retail store including measures to manage forecourt parking, service deliveries and timings shall be submitted to and approved by the Department of the Environment. The development shall thereafter be carried out in accordance with the approved details.

19. Prior to the development being brought into first use, a plan showing the location and design of a pedestrian marked footpath across the application site shall be submitted to and approved by the Department of the Environment. The development shall thereafter be carried out in accordance with the approved details.

Reason(s):

1. 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).
2. In accordance with Policy WM1 of the Adopted Island Plan 2011 (Revised 2014).
3. To ensure that the development provides adequate provision for off-street parking and manoeuvring for users of the site, in the interests of highway safety and the general amenities of the area, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
4. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).
5. To ensure that the benefits of the approved landscaping scheme are carried out and completed, making a positive contribution to the amenities of the site in accordance with Policies GD1, GD7, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
6. To protect the amenities of the occupiers of neighbouring properties and the visual amenities of the surrounding area, in accordance with Policies GD1 and WM1 of the Adopted Island Plan 2011 (Revised 2014).
7. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1 and GD6 of the Adopted Island Plan 2011 (Revised 2014).

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8. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1 and GD6 of the Adopted Island Plan 2011 (Revised 2014).
9. To protect the amenities of occupiers of neighbouring properties, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
10. To protect the amenities of occupiers of neighbouring properties, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
11. To safeguard the amenities and privacy of the occupants of the adjoining properties in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
12. To safeguard the amenities and privacy of the occupants of the adjoining properties in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
13. To safeguard the amenities and privacy of the occupants of the adjoining properties in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
14. To safeguard the amenities of the occupants of the adjoining properties in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
15. To accord with the provisions of Policy GD8 of the Jersey Island Plan 2011 (Revised 2014).
16. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).
17. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).
18. In the interests of pedestrian and highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
19. In the interests of pedestrian and highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).

FOR YOUR INFORMATION

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Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

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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

Demolition Plan 013-P1

Proposed Site Plan 002-P3

Proposed Ground Floor Plan 100-P2

Proposed First Floor Plan 101-P2

Proposed Roof Plan 102-P2

Proposed Elevations 201-P2

Context Elevations 200-P2

Sections AA, BB 300-P2

Detailed Elevation and Section 400-P1

Proposed Landscaping Plan 120-P2

Transport Statement part 1

Transport Statement part 2

Waste Management Report

Public Art Statement

Initial Ecological Assessment & Preliminary Roost Inspection

External Lighting Site Plan P0

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 Chief Officer

The Owner in regard to the Site covenants, agrees and undertakes:

COMMENCEMENT

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

TRAFFIC SIGNAGE CONTRIBUTION

2. To pay the Traffic Signage Contribution to the Treasurer of the States prior to the first Occupation of the Site, such sum to be applied towards the improvement of traffic signage local to the Site.
3. Not to Occupy any part of the Site until the Traffic Signage Contribution has been paid to the Treasurer of the States, such sum to be applied towards the improvement of traffic signage local to the Site.

LAND TRANSFER

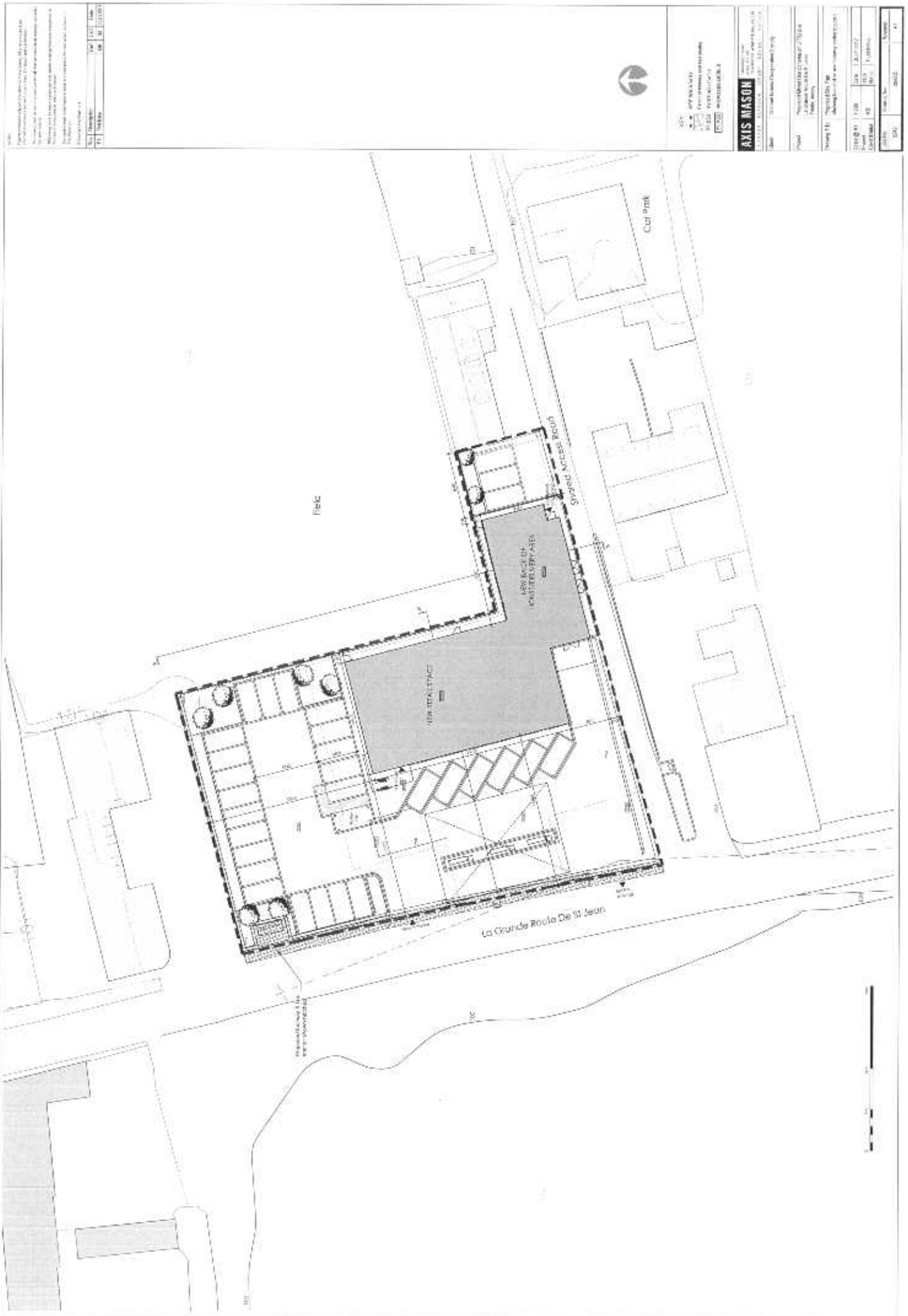
3. Not to Occupy any part of the Site until the Bus Shelter and Footpath Works have been completed at the Owner's own expense.
4. On completion of the Bus Shelter and Footpath Works to cede and transfer freehold title to the Land to the Public of the Island of Jersey by contract passed before the Royal Court, which transfer shall be free of all charges and encumbrances, the Owner paying the proper and reasonable costs of and incidental to the said transfer (including all and any reasonable legal and professional costs) incurred by the Public of the Island of Jersey.
5. On completion of the Bus Shelter and Footpath Works the Owner shall (or shall procure via its architect) provide to the Chief Officer three (3) sets of as-built plans (in such format as the Chief Officer shall require (acting reasonably)) and other information reasonably required by the Chief Officer plus a further copy for the Minister for Infrastructure for land survey and tying such land in to the Island co-ordinate system.
6. If the Public of the Island of Jersey shall fail, refuse or neglect to treat with the Owner in order to take the transfer of the Land as prescribed by paragraph 4 above not as a result of any fault of the Owner, then for the purposes only of the obligations set out in paragraphs 3 and 4 above the Owner shall have been deemed to have complied with its obligations in that regard.

FOURTH SCHEDULE**Chief Officer's covenants**

1. The Chief Officer covenants with the Owner to, at the written request of the Owner from time to time, provide written confirmation of the discharge of the obligations contained in this Agreement (or any of them) when and to the extent that the Chief Officer is satisfied that such obligations have been performed.
2. The Chief Officer hereby covenants with the Owner to use all sums received by the Treasurer of the States from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.
3. The Chief Officer covenants with the Owner that he will procure or arrange that the Treasurer of the States will pay to the Owner such amount of any payment made by the Owner to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement within five (5) years of the date of receipt by the Treasurer of the States of such payment.
4. The Chief Officer covenants with the Owner to use reasonable endeavours to issue the Planning Permit as soon as practically possible after this Agreement is recorded as registered in the Royal Court by an Act of the said Court.

FIFTH SCHEDULE

Plan of the Land



1. The information contained in this drawing is the property of the Architect and is to be used only for the project and site for which it is prepared. It is not to be used for any other project or site without the written consent of the Architect.

NO.	DATE	BY	CHKD BY
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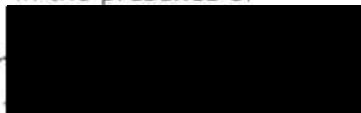
Signed on behalf of the Chief Officer:



Name and Position:

PETER LE GRESLEY (DIRECTOR)

in the presence of



Name and Position:

Jonathan Galatin (Senior Planner)

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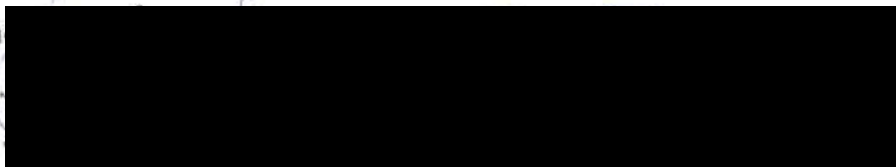
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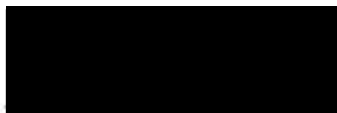
April

2018

Sign



in the presence of



Name and Position:

Georgina Cook
Advocate
Mourant Ozannes
22 Grenville Street
St Helier
JE4 8PX

this

day of

2018