

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

This Planning Obligation Agreement relates to the
development of the De la Mare Florist Site, La Rue a Don,
Grouville JE3 9DX

Dated :

6th March 2014

The Minister for Planning and Environment (1)
Roy Norman Smith (2)
The Channel Islands Co-Operative Society Limited (3)
The Royal Bank of Scotland International Limited (4)
The Treasurer of the States (5)

DATE

6th March

2014

PARTIES

- (1) The Minister for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Minister")
- (2) Roy Norman Smith (the Owner")
- (3) The Channel Islands Co-Operative Society Limited ("the Developer")
- (4) The Royal Bank of Scotland International Limited ("the First Hypothecator")
- (5) The Treasurer of the States ("the Second Hypothecator")

RECITALS

- 1 The Minister is the Minister of the States charged with the administration of the Law by whom the obligations in this Agreement are enforceable in accordance with the provisions of the Law.
- 2 The Owner warrants that he is the owner in perpetuity (à fin d'héritage) of the Property by virtue of a hereditary contract of purchase from Bruce Hepburn de la Mare dated 25th July 1986
- 3 The First Hypothecator has an interest in the Property by virtue of a judicial hypothec (hypothèque judiciaire) registered in the Public Registry of Jersey on 21st December, 2012
- 4 The Second Hypothecator has an interest in the Property by virtue of judicial hypothecs (hypothèques judiciaire) registered in the Public Registry of Jersey on 4th May 2007 and 20th September 2013
- 5 The Developer submitted an application to the Minister for planning permission for the Development and having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Minister is minded to grant planning permission for the Development subject to the completion of this Agreement that provision should be made for regulating or facilitating the development or use of the Property in the manner hereinafter appearing and without such the Minister would not be so minded
- 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:

"Application"		the application for planning permission submitted to the Minister by the Developer for the Development and allocated reference number P/2013/1315
"Commencement"		the date on which any operation forming part of the Development permitted by the Planning Consent 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 Property to demolish existing retail, storage and staff accommodation building and construct two storey building comprising of convenience store, storage and ancillary areas at ground floor level. Internal plant area and 2 No. two bedroom apartments and 1 No. one bedroom apartment at first floor level and various landscaping works including 33 No. parking spaces as set out in the Application
"Dwelling Unit"		a residential unit forming part of the Development to be constructed pursuant to the Planning Consent
"Eastern Cycle Way Route"		means the cycle route established or to be established by the TTS Minister to serve cyclists coming to and going from the east of the Island
"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.
"Law"		the Planning and Building (Jersey) Law 2002.
"Occupation, Occupy and Occupied"		occupation for the purposes permitted by the Planning Consent 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.
" Planning Consent"		the planning permission for the Development a copy of which in draft is attached at the Second Schedule.
"Pedestrian Footway Works"		all works necessary to create a pedestrian footway and cycleway such that it can form part of and be integrated with the Eastern Cycle Way Route together with alterations to the kerb on the land shown for the purposes of identification cross hatched black on the Plan attached at the Third Schedule ("the Plan")
"Pedestrian Footway Works Specification"		a specification for the carrying out of the Pedestrian Footway Works.
"Property"		the property of the Owner as shown edged with a broken black line on the Plan for the purposes of identification and upon which the Development is to be carried out.
"Public"		the Public of the Island of Jersey.
"Royal Court"		the Royal Court of the Island of Jersey.
"TTS Minister"		the Minister for Transport and Technical

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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 or the TTS 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 against the Owner.

4 CONDITIONALITY

This Agreement is conditional upon:

- 4.1 the grant of the Planning Consent
- 4.2 the Commencement of the Development

save for the provisions of Clauses 7.1 and 15 which shall come into effect immediately upon completion of this Agreement

5 OWNER COVENANTS

- 5.1 The Owner covenants and agrees with the Minister as set out in the Second 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 Property or any part or parts thereof.

5.2 The Developer covenants and agrees with the Minister as set out in the Second Schedule.

6 PUBLIC REGISTRY OF CONTRACTS

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

7 MISCELLANEOUS

7.1 The Developer shall pay to the Minister on completion of this Agreement the reasonable legal costs of the Minister incurred in the negotiation, preparation and completion of this Agreement.

7.2 Where the agreement, approval, consent or expression of satisfaction is required by the Owner or the Developer from the Minister under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Minister by the Director - Development Control of Planning and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.

7.3 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.

7.4 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

7.5 Without prejudice to the provisions of Clause 4 this Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Consent 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;

7.6 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 Property but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

7.7 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Consent) granted (whether or not on appeal) after the date of this Agreement.

7.8 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 Ministers' statutory powers under the Law

7.9 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from the Public (whether in its public or private capacity) or the Parish of Grouville (whether in its public or private capacity) or any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes

7.10 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

7.11 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

7.12 All communications and notices served or made under this Agreement shall be in writing.

8 WAIVER

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

9 CHANGE IN OWNERSHIP

The 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 any of their interest in the Property occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Property purchased by reference to a plan but this obligation shall not extend to the disposal of individual Dwelling Units to a purchaser for his own, his family or his tenant's Occupation

10 HYPOTHECATORS CONSENTS

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

10.2 The Second Hypothecator acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Property shall be bound by the obligations contained in this Agreement and that the security of the Second Hypothecator over the Property shall take effect subject to this Agreement PROVIDED THAT the Second Hypothecator shall otherwise have no liability under

this Agreement unless it takes title to the Property in which case it too will be bound by the obligations as a person deriving title from the Owner

11 INDEXATION

Any sum referred to in the Second 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 paid.

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 consideration 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.

**Department of the Environment
Planning and Building Services**

South Hill
St Helier, Jersey, JE2 4US
Tel: +44 (0)1534 445508
Fax: +44 (0)1534 445528

First Schedule

Form of Draft Planning Permission

Planning Application Number P/2013/1315

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

IMPORTANT NOTICE

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

The development stated below may also require building consent under Article 34, for which a separate application will need to be made. If you are in any doubt as to whether building permission is required please telephone the Building Applications Team on 44 907 who will be pleased to help.

The Minister for Planning & Environment, having considered your application hereby GRANTS PERMISSION TO DEVELOP LAND¹ under Article 19 of the Planning and Building (Jersey) Law 2002.

Demolish existing retail store and staff accommodation building. Construct two storey building comprising of convenience store, pharmacy, storage and ancillary areas at ground floor level. Staff, plant areas and 3 No. two bedroom apartments at first floor level. Various landscaping works including 28 No. parking spaces. **REAL ESTATE ADVERTISED:** Reduced scheme. Amended Description: Demolish existing retail, storage and staff accommodation building. Construct two storey building comprising of convenience store, storage and ancillary areas at ground floor level. Internal plant area and 2 No. two bedroom apartments and 1 No. one bedroom apartment at first floor level. Various landscaping works including 33 No. parking spaces.

To be carried out at:

De la Mare Florist Site, La Rue a Don, Grouville, JE3 9DX.

PLEASE NOTE

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

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from the need to obtain the permission of the owner of the land to which a permission relates.

REASON FOR APPROVAL: The proposed development is considered to be acceptable having considered all of the material considerations raised. In particular, the development has been assessed against Policies GD1, ER3 and ER4 of the 2011 Island Plan which assesses proposals for new local shops subject to criteria such as the suitability of the site to accommodate development without adversely impacting on the local shopping centre, amenities of both local residents and the area in general and with suitable access, parking and drainage arrangements available. In this case, the construction of a new food retail facility is regarded as acceptable because the applicant has successfully demonstrated through the submission of a Retail Impact Assessment together with an addendum that the proposed retail facility would co-exist with the existing shops in Gorey Village without having a detrimental impact on the vitality and viability of the village itself.

In addition, the design, siting and appearance of the development is acceptable and can be accommodated on the site without adversely impacting on the amenities of adjoining neighbours; the development makes best use of previously developed land in accordance with the principles of sustainability and the development can provide suitable drainage and parking arrangements.

In addition, the representations raised to the development on the grounds of the unacceptable increase in traffic generation and noise and disturbance and the unacceptable impact of the proposal on local shops have been assessed. However, it is considered that the proposal would not have an unreasonable impact on neighbouring uses.

Informative Note: It is not always possible to accurately predict future noise levels. Should noise complaints be received in the course of the development or thereafter, the matter will be investigated and considered under the Statutory Nuisances (Jersey) Law 1999 and further noise mitigation measures may then be required.

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

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Standard Condition

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

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

Condition(s):

1. The development hereby approved shall be carried out entirely in accordance with the plans and documents permitted under this permit. No variations shall be made without the prior written approval of the Minister for Planning and Environment.
2. Notwithstanding the indications on the approved plans, prior to the commencement of the development hereby permitted, all details together with samples of all external materials to be used in constructing the development shall be submitted to and approved by the Minister for Planning and Environment.
3. The parking spaces and garage shown on the approved plans shall be permanently kept available for the parking of vehicles by the customers and staff of the retail use and by the occupiers of the apartments and shall not be let out or used for any other purpose. All manoeuvring space and accesses to parking, unloading and garage space must be kept available for that use and for no other purpose.
4. No outside storage or display of materials, waste, machinery or vehicles shall take place on the site, unless otherwise agreed in writing with the Minister for Planning and Environment.
5. Notwithstanding the provisions of Article 10 of the Planning & Building (Display of advertisements) (Jersey) Order 2006 or any subsequent amendment to that order, no advertisements or signage are to be displayed on the premises the subject of this application unless a separate application has been submitted to, and approved by, the Minister for Planning and Environment.

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6. Prior to the occupation of the building for the use hereby approved, the landscaping scheme, as indicated on drawing 2636/900/P2, shall be undertaken within the first available planting season and any trees which die, are removed or become seriously diseased within a period of five years from the date the planting first takes place, shall be replaced in the next planting season with others of a similar size and species. The Landscape Architect must give written confirmation to the Minister for Planning and Environment that they are satisfied that the works are completed in accordance with the approved plans and the quality of the materials and workmanship is of the highest order.

7. In conjunction with Condition 6 above, a Landscape Management Plan including long term objectives, management responsibilities and maintenance schedules for all the landscaped areas shall be submitted to and approved in writing by the Minister for Planning and Environment prior to the first occupation of any part of the development.

8. Notwithstanding the provisions of the Planning and Building (General Development) (Jersey) Order 2011, or any subsequent amendment thereto, the retail unit in question shall be for food sales only including items normally found in local convenience stores such as non-dispensing pharmaceuticals, floral goods, stationary and paper goods. There shall be no dispensing pharmacy, post office or further subdivision incorporated into the retail facility at any stage.

9. A work of art shall be done in accordance with the advice of the appointed Heritage Architect and Art Statement which has been submitted to and approved by the Minister for Planning and Environment. The work of art must be installed prior to the first use/occupation of the development hereby approved unless otherwise agreed in writing.

10. Before any development first commences on site, precise details of the proposed boundary treatment arrangements (to include materials details and finishes) to serve the new development shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented in full and shall be retained and maintained as such.

11. It is the responsibility of the applicant to inform all site workers of the possibility of protected species on site and the implications under the Conservation of Wildlife (Jersey) Law 2000. If any protected species are found, the applicant shall stop work and notify the Department of the Environment

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immediately.

12. The approved Waste Management Strategy shall be implemented in full in accordance with the details contained in the submitted report with any variation to the programme having been agreed in writing with the Minister for Planning and Environment before the work is undertaken.

13. The use hereby permitted shall not be open to customers outside the following times: 07.00am to 11.00pm.

14. Prior to the commencement of the development, full details of the permeable paving materials shall be submitted to and approved in writing by the Minister for Planning and Environment. The agreed permeable paving shall apply to all hard-surfaced areas on site and shall be fully implemented prior to the first use of the development and retained and maintained as such.

15. Demolition and construction work shall only operate between 08:00 and 18:00 Monday to Friday and between 09:00 and 13:00 on Saturday with no work on Sundays or Public/Bank Holidays.

16. All plant and equipment installed in connection with this application, with the exception of plant necessary for the proper functioning of refrigeration units, shall not operate outside of the hours of 07.00 to 21.00.

17. Prior to the first occupation of the development hereby permitted visibility lines must be provided in accordance with the approved drawings. Everything within the visibility lines, including gates, walls, railings and plant growth is to be permanently restricted in height to 900mm above road level.

18. The building hereby permitted shall not be used until provision has been made for vehicles to park, manoeuvre, load and unload in accordance with the details shown on the approved drawings and these facilities shall thereafter be permanently retained for those uses.

19. The trees fronting onto La Rue a Don elevation shall be permanently maintained at a height of 2.4m from the surface of the cycle track.

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Reason(s):

1. To ensure that the development is carried out and completed in accordance with the details approved by the Minister for Planning and Environment and to comply with Policy GD1 of the Adopted Island Plan 2011.
2. To safeguard the visual amenities of the area, in accordance with Policy GD 7 of the Island Plan, 2011.
3. To ensure the permanent provision of on-site parking for vehicles, in the interests of highway safety and amenity and to comply with Policy GD1 of the Adopted Island Plan 2011.
4. In the interest of visual amenity and to ensure that the outside areas are kept free from obstruction and to comply with Policy GD1 of the Adopted Island Plan 2011.
5. The Minister wishes to retain control with regard to this aspect of the development in order to avoid any detrimental impact on the character of the area and to comply with Policy GD1 of the Adopted Island Plan 2011.
6. To safeguard the character and appearance of the area in accordance with the requirements of Policy GD 1, NE 1, NE 2 and NE 4 of the Adopted Island Plan 2011.
7. To ensure a satisfactory form of development and continuing standard of amenities are provided and maintained in accordance with the requirements of Policy GD 1 and NE 1 of the Adopted Island Plan 2011.
8. Alternative retail uses in these premises may result in an over-intensive use of the site as a whole which would be detrimental to the amenity of the occupants of neighbouring properties and to protect the local shopping centre in accordance with Policies GD1 and ER3 of the Adopted Island Plan 2011.
9. To ensure the implementation and subsequent maintenance of an agreed scheme of public art in accordance with the requirements of Policy GD 8 Adopted Island Plan 2011.
10. To safeguard the character and appearance of the area in accordance with the requirements of Policy GD 1 of the Adopted Island Plan 2011.

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11. Failure to implement the procedures to protect species or habitats, may lead to the disturbance or killing of protected species which could lead to prosecution under the Conservation of Wildlife (Jersey) Law, 2000 and would be contrary to the provisions of Policy NE2 of the Jersey Island Plan, 2011.
12. For the avoidance of doubt and in accordance with the requirements of Policy WM 1 of the Adopted Island Plan 2011.
13. To safeguard the amenities of the occupiers of neighbouring properties in accordance with the requirements of Policy GD1 of the Adopted Island Plan 2011.
14. To ensure satisfactory drainage arrangements and to avoid flooding in accordance with the requirements of Policy WM 3 of the Adopted Island Plan 2011.
15. To safeguard the residential amenities of the area and to comply with Policy GD1 of the Adopted Island Plan 2011.
16. To safeguard the residential amenities of the area and to comply with Policy GD1 of the Adopted Island Plan 2011.
17. In the interests of highway safety, in accordance with Policy GD 1 of the Island Plan, 2011.
18. To ensure the permanent provision of vehicular facilities, in the interests of highway safety and amenities in accordance with Policy GD 1 of the Island Plan, 2011.
19. To ensure that the trees grow above the minimum height required for obstructions above a cycle route in accordance with Policies GD1 and TT3 of the Adopted Island Plan 2011.

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

Demolition Plan 006

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Proposed Ground Floor Plan 100 P5
Proposed First Floor Plan 101 P4
Proposed Roof Plan 102 P3
Proposed Elevations 110 P4
Proposed Sections 120 P2
Proposed Detailed Elevation & Section 130 P2
Proposed Aerial View from South-East 140 P1
Proposed Aerial View from North-East 141 P1
Proposed View of Vehicle Entrance from La Rue a Don 142 P1
Proposed View of Pedestrian Entrance from La Rue a Don 143 P1
Proposed View of Residential Entrance 144 P1
Proposed View from La Rue a Don 145 P1
Proposed Landscape Plan 900 P2
Design Statement
Waste Management Plan
Transport Statement
Retail Assessment
Proposed Public Art Statement
Existing Building Report
Drainage Calculations

If written representations were made on this application this permission shall not have effect for a period of 28 days from the date of this notice, in order to allow for the lodging of any 'third party' appeal against the decision under Article 114 of the Law of the Planning and Building (Jersey) Law 2002.

If during this period a person appeals in accordance with Article 114 of the Law, the decision shall not have effect until either the appeal is withdrawn or is determined. Where any such appeal is determined the decision shall have effect, in full, in accordance with that determination.

Signed for Director

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SECOND SCHEDULE

Covenants with the Minister

The Developer and the Owner jointly and severally covenant, agree and undertake with the Minister:

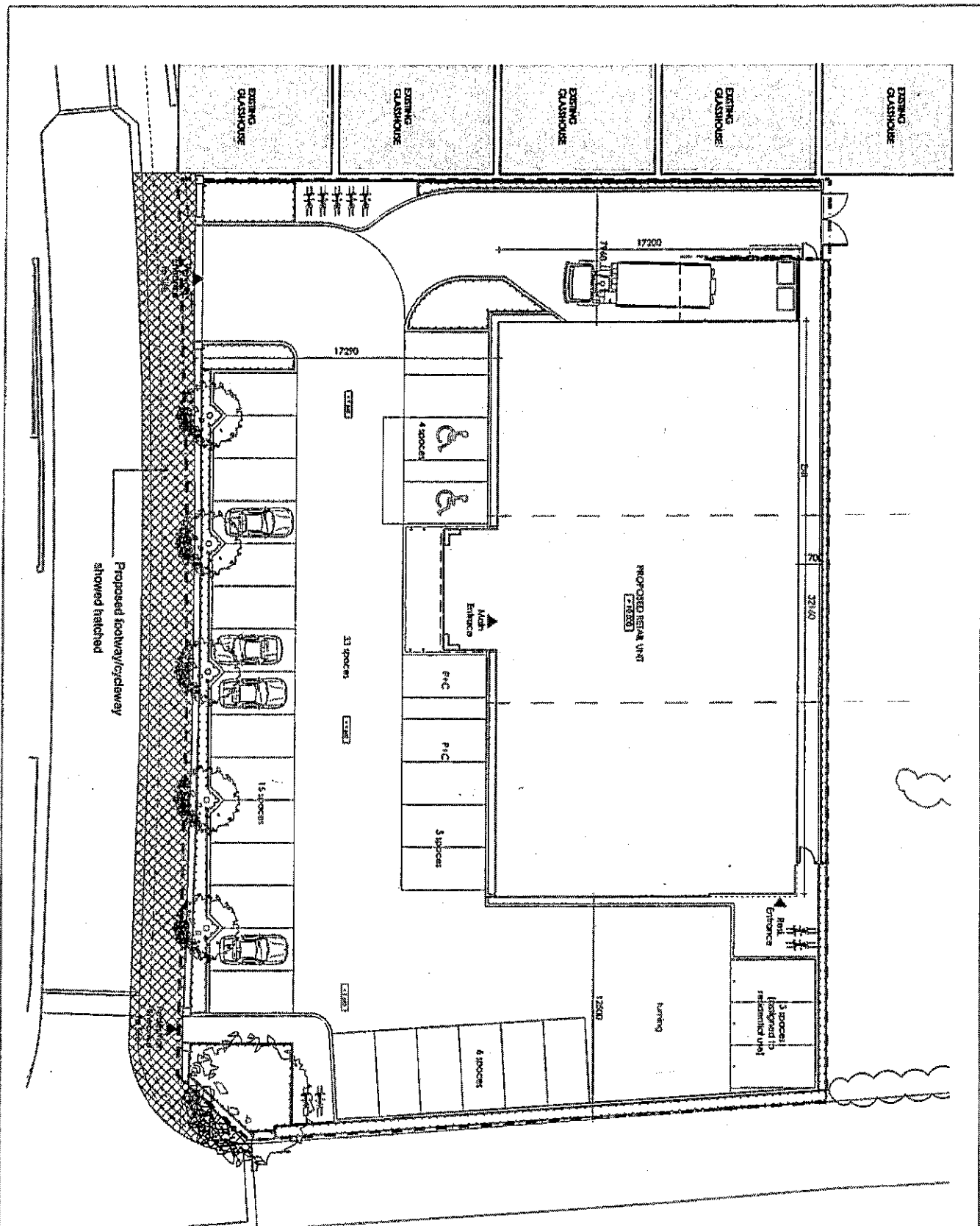
Commencement

- 1 not to Commence the Development until the Developer or the Owner (as the case may be) has given to the Minister twenty-eight (28) days' notice in writing of its intention so to do

Footway

- 2 Not to Commence the Development before the Pedestrian Footway Works Specification has been submitted to the Minister for his approval (in consultation with the TTS Minister) and has been approved by the Minister.
- 3 Not to Commence that part of the Development comprising the Pedestrian Footway Works until the Owner has given to the TTS Minister twenty-eight (28) days' notice in writing of his intention so to do
- 4 That the Owner will at his own expense undertake the Pedestrian Footway Works or carry out or cause to be carried out the Pedestrian Footway Works the whole in accordance with the approved Pedestrian Footway Works Specification.
- 5 That on completion of the Pedestrian Footway Works the Owner shall provide to or procure via his architect for the Minister three sets of as built plans (in such media format as the Minister requires) and other information reasonably required by the Minister plus a further copy for the TTS Minister (for land survey and tying into the island co-ordinate system).
- 6 Not to Occupy or cause or permit to be Occupied the Development until such time as the Pedestrian Footway Works have been completed to the reasonable satisfaction of the Minister (in consultation with the TTS Minister).
- 7 That on completion of the Pedestrian Footway Works to notify the TTS Minister that the Owner considers that the Pedestrian Footway Works are ready and complete for transfer
- 8 On completion of the Pedestrian Footway Works the Owner shall cede and transfer and the Public shall take conveyance of the relevant free of all charges and encumbrances by contract to be passed before the Royal Court the Owner paying the proper and reasonable costs of and incidental to the said transfer (including all and any reasonable legal and professional costs)

THIRD SCHEDULE - The Plan



Project No.	104	Issue	1/21	Drawn By	MB	Checked By	MB
Date	15/11/11	Scale	1:100	Project Description	FOR RECONSTRUCTION		
Client	Proposed Site Plan Shopping Footway/Cycleway 1st Floor						
Architect	Dorr Legg Partnership 1st Floor 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000						

Christopher John Scholefield, as attorney for

Signed by Roy Norman Smith

[Redacted Signature]

In the presence of

Name and Position... James Lawrence, Advocate

This 25th day of February 2014

Signed on behalf of The Channel Islands Co-Operative Society Limited

[Redacted Signature]

Name and Position... DAVID REES SECRETARY

In the presence of

Name and Position... Mark Box CHIEF OPERATING OFFICER

This 26th day of February 2014

Signed on behalf of The Royal Bank of Scotland International Limited

..... 

Name and Position..... EMILIE GOLDING, MANAGER

In the presence of 

Name and Position..... MARY AMDORETTE messenger

This 26th day of February 2014

Signed on behalf of the Treasurer of the States

..... 

Name and Position..... LAURA ROWLEY
TREASURER OF THE STATES

In the presence of 

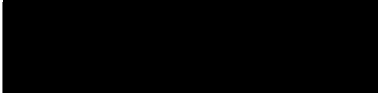
Name and Position..... DAWN SHIPLEY
HEAD OF SHAREHOLDER RELATIONS

This day of 2014

Signed on behalf of the Minister

by..... 

Name and Position..... KEVIN KELLY, DIRECTOR

in the presence of..... 

Name and Position..... JOHN NICKOLSON, Planning Officer

this 28th day of February 2014