

# *In the Royal Court of Jersey*

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Samedi Division

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**In the year two thousand and twenty-three, the twenty-first day of December.**

Before the Judicial Greffier.

Upon the application of His Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment, Melrose Homes Limited and Paisley Holdings Limited in relation to Melrose, La Route Orange, St. Brelade, 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 (as amended)**

relating to the development of Melrose, La Route Orange, St Brelade JE3 8GQ

Dated:

21

December 2023

The Chief Officer for the Environment (1)

Melrose Homes Limited (2)

Paisley Holdings Limited

DATE

21 December 2023

**PARTIES**

- (1) **The Chief Officer for the Environment** of PO Box 228, St Helier, Jersey JE4 9SS ("**the Chief Officer**");
- (2) **Melrose Homes Limited** a limited liability company incorporated in Jersey with registration number 136037 whose registered office is at Le Paix, La Route du Mont Mado, St John, JE3 4DN ("**the Owner**")
- (3) **Paisley Holdings Limited** a limited liability company incorporated in Jersey with registration number 121214 whose registered office is at 15 -17 Rue De Funchal, St. Helier, JE2 4TT, Jersey ("**the Lender**")

**RECITALS**

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site to which it has right by contract of hereditary purchase passed before the Royal Court on 25 June 2021 from Four Jays Limited.
- 2 The Lender has an interest in the Site by virtue of a judicial hypothec (*hypothèque judiciaire*) dated 25 June 2021.
- 3 The Application for planning permission for the Development has been submitted for and on behalf of the Owner.
- 4 Having regard to the purposes of the Law, the Island Plan 2022-2025 and all other material considerations the Chief Officer is minded to approve the grant of planning permission for the Development, subject to the prior completion of this Agreement.
- 5 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 6 The parties acknowledge that this Agreement is legally binding.
- 7 This Agreement shall be construed so as to give effect to the purpose and intention of the Law.

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**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

**OPERATIVE PART****1 DEFINITIONS**

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

<b>"Agreement"</b>	this agreement including the recitals and schedules hereto;
<b>"Application"</b>	the application for planning permission in respect of the Site and described as, " Demolish existing dwelling and associated outbuildings. Construct 6 no. 4 bed and 4 no. 3 bed dwellings with associated parking and landscaping. Create new vehicular access onto La Route Orange. 3D Model available." and given the reference P/2023/0688;
<b>"Bus Shelter Contribution"</b>	a financial contribution of eleven thousand five hundred pounds (£11,500) sterling towards a bus shelter;
<b>"Chief Officer"</b>	the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States responsible for planning and building in accordance with Article 1 of the Law;
<b>"Commencement"</b>	the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out, and "Commence" and "Commenced" shall be construed accordingly;
<b>"Development"</b>	the development of the Site as set out in the Application;
<b>"GST"</b>	goods and services tax under the Goods and Services Tax (Jersey) Law 2007;

<b>"Index"</b>		The all items Retail Prices Index for Jersey as issued from time to time by the Statistics Unit to the Government of Jersey;
<b>"Interest"</b>		Interest at three per cent (3%) above the base lending rate of the HSBC Bank Plc from time to time;
<b>"Island Plan 2022-2025"</b>		the States of Jersey Bridging Island Plan, 2022-2025 (as amended from time to time);
<b>"Law"</b>		the Planning and Building (Jersey) Law 2002;
<b>"Occupation, Occupy and Occupied"</b>		occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
<b>"Plan"</b>		the plan of the Site attached at the First Schedule to this Agreement;
<b>"Planning Permit"</b>		the decision notice providing planning permission for the Development pursuant to the Application, a copy of which in draft 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;
<b>"Play Area Contribution"</b>		a financial contribution of ten thousand pounds (£10,000) sterling towards play area improvements at La Moye School
<b>"Royal Court"</b>		the Royal Court of the Island of Jersey;
<b>"Site"</b>		the property of the Owner known as Melrose, La Route Orange, St. Brelade as shown hatched red for the purpose of identification only on the Plan;

<b>"Sustainable Transport Contribution"</b>	a financial contribution of thirteen thousand five hundred pounds (£13,500) sterling towards improving walking/cycling routes

## 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 one gender include all genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to a law of the States of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that law or deriving validity from it.
- 2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Chief Officer the successor 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 Chief Officer against the Owner.

## 4 CONDITIONALITY

This Agreement is conditional and shall come into effect upon:

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

save for the provisions of Clauses 10 (change in ownership) 13 (dispute resolution) 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 Royal Court.

## **5 THE 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 Head of Development and Land and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be deemed to have been properly served if sent by ordinary post or hand delivered and (in both cases) addressed to the Head of Development and Land at Infrastructure and Environment Department, PO Box 228, St Helier, JE4 9SS or as otherwise notified for the purpose by notice in writing.
- 8.2 Any notices to the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to the Owner at the address referred to above or sent by e-mail to the Owner's e-mail address as stated on the signature page 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 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 (a) the date on which the Planning Permit becomes capable of implementation following elapse of the statutory period for the making of a third party appeal without any such appeal having been made or, if applicable, the final determination of any third party appeal until (b) the date on which the 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 (7) 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 GST shall be paid accordingly.

### **15 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 consequence of deriving title from the Owner.

### **16 JURISDICTION**

This Agreement and any dispute or claim arising out of or in connection with its subject matter or formation is governed by and interpreted in accordance with the law of the Island of Jersey and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of the Island of Jersey.

**FIRST SCHEDULE**

**The Plan**



**SECOND SCHEDULE**  
**The Draft Planning Permit**

# Decision Notice

States  
of Jersey

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0688

# DRAFT PLANNING PERMISSION

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

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

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

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

### **In respect of the following development:**

Demolish existing dwelling and associated outbuildings. Construct 6 no. 4 bed and 4 no. 3 bed dwellings with associated parking and landscaping. Create new vehicular access onto La Route Orange. 3D Model available.

### **To be carried out at:**

Melrose, La Route Orange, St. Brelade, JE3 8GQ.

**REASONS FOR APPROVAL:** Permission has been granted having taken into account the relevant policies of the Bridging Island Plan dated March 2022, the relevant policies and all other material considerations, including the consultations and representations received. The development is acceptable.

It is considered that the proposed development has been well-designed, with a scale, form, and use of materials which is appropriate for the area and that the impact on neighbouring amenity would not be unreasonable.

Notably, comments received in respect of the proposal, namely that the area is already heavily developed and requires more infrastructure in regard to schools and roads, that the proposal would cause danger to cyclists and pedestrians, and that the proposal reflects an overdevelopment of the site, have been assessed, however, the provision of new housing in a sustainable location within a built-up area is considered acceptable in this instance.

APPROVED

# Decision Notice

States  
Town

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0688

**The existing sewer connection must be protected during demolition and reconstruction to prevent debris entering the public sewer system.**

**Evidence of air tests and watertightness checks of chambers on private sewer apparatus must be provided prior to final connection being made to the public network.**

**It is noted that all run-off from the proposal will be drained to soakaway. Although proposals for on-site disposal of surface water are administered by Building Control, it is strongly recommended that soakaways should be designed to accommodate a 1:100 year return period event plus a 30% allowance for climate change and a further 10% to allow for urban creep. Calculations are also recommended to demonstrate that any soakaway is half empty in 24 hours for a 1:10 year return period event. Percolation tests are strongly recommended to demonstrate the viability of soakaways.**

**The following should be noted in implementing the Species Protection Plan:**

- a) that the assessment and approval of this report has been made based on survey data that is considered to be current and valid according to good practice guidelines . In the event that the commencement of any approved works on the site is delayed beyond a period of 18 months from the date of the surveys on which the Species Protection Plan is based, an updated site visit and further survey effort if identified as necessary, may be required in order to confirm the continued suitability of the agreed species protection plan.**
- b) that Actions B, C, D and 1 and 8 of the Species Protection Plan are pre-commencement actions that must be fully undertaken prior to the commencement of any development works on the site.**
- c) that no ground/tree clearance works may be permitted to take place until the findings of the autumn floral survey (Action 4) and of the secondary PRF tree inspection (Action 5) have been submitted to and approved by Land Resource Management.**
- d) that Action 17 - Ecological Sign Off must be completed and submitted for approval by Land Resource Management in order to the relevant planning Condition to be fully discharged upon completion of the development.**

**The Landscape Officer may arrange admittance to the site at any point during the development to inspect the tree protection measures and/or works undertaken within the tree root protection area.**

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

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Planning Application Number P/2023/0688

- 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. The measures outlined in the Species Protection and Enhancement Plan (reference NES/ES/MR.06 dated 21st July 2023) shall be implemented prior to commencement of the development, where applicable continued throughout the period of the development, and thereafter retained and the maintained as such. Any variations that may be required as a result of findings on site are to be agreed in writing by the Land Resource Management Team prior to works being undertaken.
2. No part of the development hereby approved shall be occupied until the new access and its visibility splay, as indicated on the approved plan, has been wholly constructed in accordance with the approved plans and shall thereafter be retained as such.
3. Prior to works commencing, detailed design of the access and footway will need to be agreed with the Department, then delivered under supervision of the Department by the Applicant. Given the adjacent school, such works should be undertaken during the school summer holidays. All costs incurred by the Department in so doing will need to be covered by the Applicant.
4. No part of the development hereby approved shall be occupied until the internal access road, 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 of occupants of the development and their visitors.
5. No part of the development hereby approved shall be commenced until an Arboricultural Method Statement and Tree Protection Plan specific to this scheme has been submitted and approved in writing by the Chief Officer. The Tree Protection Plan and Arboricultural Method Statement shall be written in accordance with, and address sections 5.5, 6.1, 6.2, 6.3 and 7 of British Standard 5837:2012 Trees in relation to design, demolition and construction recommendations. No works or development shall take place until the specified tree protection measures are installed and in place. Thereafter the works shall

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## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0688

be carried out in accordance with the approved details until completion of the development.

6. No part of the development hereby approved shall be occupied until details of electric car charging facilities have been submitted to and approved in writing by the Chief Officer. The approved details shall be wholly installed in accordance with the approved plans. The facilities shall thereafter be retained solely for the use of occupants of the development.

7. The measures outlined in the submitted Waste management Plan, shall be implemented throughout development of the site. All waste transactions must be clearly recorded in the site waste management plan and be available for inspection.

8. Prior to occupation of any dwellings hereby approved an external lighting scheme shall be submitted to and approved in writing by the Chief Officer. All external lighting shall be installed in accordance with the specifications and locations set out in the design, and these shall be maintained thereafter in accordance with the design.

9. Prior to the construction of the dwellings hereby approved details of the proposed method to collect roof water shall be submitted to and approved in writing by the Chief Officer. The agreed works shall be thereafter implemented in full.

10. No part of the development hereby permitted shall be begun until a Demolition/Construction Environmental Management Plan has been submitted to and approved in writing by the Chief Officer. The Demolition/Construction Environmental Management Plan shall be thereafter implemented in full until the completion of the development. 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 (including deliveries)

11. Prior to commencement of the development a detailed scheme of all landscaping shall be submitted to and approved in writing by the Chief Officer. The scheme of landscaping shall provide details of the following:

- i) all existing landscaping features to be retained
- ii) the position of all new trees and/or shrubs, this must include the species of plant(s)/tree(s) to be planted, their size, number and spacing and the means to be used to support and protect them and details of their role within the scheme

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of landscaping where they are specifically designed to negate the impact of development on the residential amenity of neighbouring residential properties;

iii) other landscape treatments to be carried out to include any excavation works, surfacing treatments or means of enclosure and boundary treatment;

iv) the presence of any invasive plant species on site, and if present, a detailed method statement for the removal and long-term management/eradication of the species.

Prior to first occupation of the development, the approved landscape scheme shall be implemented in full and shall thereafter be retained and maintained as such.

12. Prior to their first use on site, samples of all external materials to be used (including any hard landscaping materials) shall be submitted to and approved in writing by the Chief Officer. The approved materials shall be implemented in full and thereafter retained as such.

13. Prior to commencement of the construction of the dwellings hereby approved details shall be submitted to demonstrate that the development will outperform the target energy rate (i.e. the minimum energy performance requirement for new buildings established by the Building bye-laws) by 20%, either by using the existing Jersey Standard Assessment Procedure (JSAP) calculator or Simplified Building Energy Model (SBEM) tool.

14. A Percentage for Art contribution as agreed must be delivered in accordance with a Public Art Statement submitted to and approved in writing by the Chief Officer. The approved work of art shall be installed prior to the first occupation of any dwelling in the development hereby approved.

### **Reason(s):**

1. To ensure the protection of all protected species in accordance with the requirements of policies SP5 and NE1 of the Adopted Bridging Island Plan 2022.
2. In the interests of safe and inclusive travel, in accordance with policy GD1 and TT1 of the Adopted Bridging Island Plan 2022.
3. In the interests of safe and inclusive travel, in accordance with policy GD1 and TT1 of the Adopted Bridging Island Plan 2022.
4. To ensure that the development provides adequate provision for off-street parking, manoeuvring for users of the site and in the interests of safe and inclusive travel, in accordance with policies TT1 and TT4 of the Adopted Bridging Island Plan 2022.
5. To prevent retained trees on site from being damaged during building works in accordance with policies SP4, SP5 and NE3 of the Adopted Bridging Island Plan 2022.

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## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0688

6. In the interests of safe and inclusive travel, in accordance with policy TT2 of the Adopted Bridging Island Plan 2022.
7. To ensure that waste construction and demolition materials are minimised wherever possible, and where they do arise, that they are re-used and recycled, so that the amount of waste to be transported is minimised, in accordance with policy WER1 of the Adopted Bridging Island Plan 2022.
8. In the interests of local amenity and the protection and enhancement of biodiversity, in accordance with the requirements of policies GD1, SP5 and NE1 of the Adopted Bridging Island Plan 2022.
9. To help ensure efficient collection of water and that surface water drainage is minimised, re-used and attenuated properly within the development, in accordance with the objectives set out in policy WER6 of the Adopted Bridging Island Plan 2022.
10. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with policies GD1 and ME3 of the Adopted Bridging Island Plan 2022
11. In the interest of the amenity of the area, the natural environment and to ensure precise landscape details serve to protect the amenities of neighbouring uses in accordance with the requirements of policies SP4, SP5, GD1, NE1, NE2 and NE3 of the Adopted Bridging Island Plan 2022.
12. To promote good design and to protect the character and identity of the existing area in accordance with policy GD6 of the Adopted Bridging Island Plan 2022.
13. To accord with the requirements of Policy ME1 of the Adopted Bridging Island Plan 2022.
14. To accord with the requirements of Policy GD10 of the Adopted Bridging Island Plan 2022.

### FOR YOUR INFORMATION

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## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0688

The approved plans can be viewed on the Planning Register at

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

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

885 - 001 SITE LOCATION PLAN.pdf  
885 - 010 PROPOSED SITE PLAN GROUND LEVEL REV D.pdf  
885 - 011 PROPOSED SITE PLAN ROOF LEVEL REV D.pdf  
885 - 012 EXISTING AND PROPOSED SITE SECTION S1-S1A.pdf  
885 - 013 EXISTING AND PROPOSED SITE SECTION S2-S2A.pdf  
885 - 020 PROPOSED HOUSE TYPE A1 Ground Floor Plan REV A.pdf  
885 - 021 PROPOSED HOUSE TYPE A1 First Floor Plan REV A.pdf  
885 - 022 PROPOSED HOUSE TYPE A1 Second Floor Plan REV A.pdf  
885 - 023 PROPOSED HOUSE TYPE A1 Roof Plan REV A.pdf  
885 - 024 PROPOSED HOUSE TYPE A1 Elevations 1 REV A.pdf  
885 - 025 PROPOSED HOUSE TYPE A1 Elevations 2 and Section A-A REV A.pdf  
885 - 030 PROPOSED HOUSE TYPE A2 Ground Floor Plan REV B.pdf  
885 - 031 PROPOSED HOUSE TYPE A2 First Floor Plan REV B.pdf  
885 - 032 PROPOSED HOUSE TYPE A2 Second Floor Plan REV B.pdf  
885 - 033 PROPOSED HOUSE TYPE A2 Roof Plan REV B.pdf  
885 - 034 PROPOSED HOUSE TYPE A2 Elevations 1 REV B.pdf  
885 - 035 PROPOSED HOUSE TYPE A2 Elevations 2 and Section B-B REV B.pdf  
885 - 040 PROPOSED HOUSE TYPE B1 Ground Floor Plan REV A.pdf  
885 - 041 PROPOSED HOUSE TYPE B1 First Floor Plan REV A.pdf  
885 - 042 PROPOSED HOUSE TYPE B1 Second Floor Plan REV A.pdf  
885 - 043 PROPOSED HOUSE TYPE B1 Roof Plan REV A.pdf  
885 - 044 PROPOSED HOUSE TYPE B1 Elevations 1 REV A.pdf  
885 - 045 PROPOSED HOUSE TYPE B1 Elevations 2 and Section C-C REV A.pdf  
885 - 060 PROPOSED HOUSE TYPE C1 Ground and First Floor Plans.pdf  
885 - 061 PROPOSED HOUSE TYPE C1 Second Floor, Roof Plan and Section E-E  
885 - 062 PROPOSED HOUSE TYPE C1 Elevations REV A.pdf  
885 - 070 PROPOSED HOUSE TYPE D1 Ground Floor Plan REV B.pdf  
885 - 071 PROPOSED HOUSE TYPE D1 First Floor Plan REV A.pdf  
885 - 072 PROPOSED HOUSE TYPE D1 Roof Plan.pdf  
885 - 073 PROPOSED HOUSE TYPE D1 Elevations 1 REV A.pdf  
885 - 074 PROPOSED HOUSE TYPE D1 Elevations 2 and Section F-F REV A.pdf  
885 - 080 PROPOSED HOUSE TYPE D2 Ground and First Floor Plans REV A.pdf  
885 - 081 PROPOSED HOUSE TYPE D2 Roof Plan and Section G-G.pdf  
885 - 082 PROPOSED HOUSE TYPE D2 Elevations REV A.pdf  
Public Art Statement

APPROVED

DECISION DATE: 20/11/2023

The development may also require building permission, for which a separate application will need to be made. You can find out if building permission is required on our website [www.gov.je/planningbuilding](http://www.gov.je/planningbuilding)

The approved plans and any conditions attached to the decision are important and should be complied with. If there is any variation from the approved plans or the conditions you need to notify us immediately. Failure to comply with the approved plans or conditions may result in enforcement action.

If you are unhappy with a condition attached to this permission, you may request a review or make an appeal. You can find out how to do this on our website [www.gov.je/planning](http://www.gov.je/planning)

APPROVED

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**<sup>1</sup> CAUTION**

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 override any pre-existing property rights, nor does it absolve an applicant from the need to obtain the permission of the owner of the land to which a permission relates.

(P1; «P\_Ref\_no»; Page 1)

**THIRD SCHEDULE****The Owner's Covenants with the Chief Officer**

The Owner covenants, agrees and undertakes:

**COMMENCEMENT**

- 1 Not to Commence the Development until the Owner has given to the Chief Officer not less than fourteen (14) days' notice in writing of its intention so to do.

**PLAY AREA CONTRIBUTION**

2. To pay to the Treasurer of the States the Play Area Contribution not more than 28 days prior to Commencement.
3. Not to Commence the Development until the Play Area Contribution shall have been paid to the Treasurer of the States.

**BUS SHELTER CONTRIBUTION**

4. To pay to the Treasurer of the States the Bus Shelter Contribution not more than 28 days prior to Commencement.
5. Not to Commence the Development until the Bus Shelter Contribution shall have been paid to the Treasurer of the States.

**SUSTAINABLE TRANSPORT CONTRIBUTION**

6. To pay to the Treasurer of the States the Sustainable Transport Contribution not more than 28 days prior to Commencement.
7. Not to Commence the Development until the Sustainable Transport Contribution shall have been paid to the Treasurer of the States.

**FOURTH SCHEDULE****Chief Officer's Covenants****Repayment of contributions**

- 1 The Chief Officer hereby covenants with the Owner to use or procure the use of 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.
- 2 The Chief Officer covenants with the Owner that he will procure or arrange that 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 or if this Agreement shall cease to have effect pursuant to Clause 8.4 or otherwise within five (5) years of the date of receipt by the Treasurer of the States of such payment.

**Issue of Planning Permit**

- 3 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 as evidence by an Act of the said Court.

Signed on behalf of the Chief Officer

by [redacted] ..... KEUY WHITEHEAD

in the presence of

[redacted] ..... MARION JONES

this 21 day of December 2023

Signed on behalf of the Owner

by [redacted] .....

in the presence of

[redacted] ..... JONATHAN BUNE

this 20 day of December 2023

Signed on behalf of the Lender

by [redacted] .....

in the presence of

[redacted] ..... JONATHAN BUNE

this 20 day of December 2023