

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-three, the twenty-second day of February.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between the Minister for the Environment, the Minister for Infrastructure (on behalf of the Public of the Island of Jersey) and the Accountable Officer on behalf of the Minister for Health and Social Services in relation to the development at Overdale, Westmount Road, St Helier, 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 a proposed new hospital at the existing Overdale hospital
site, Westmount Road, St. Helier

Dated: 21 February

2023

The Minister for the Environment (1)

The Minister for Infrastructure on behalf of the Public of the Island of Jersey (2)

The Accountable Officer on behalf of the Minister for Health and Social Services (3)

DATE 21 February

2022/3

PARTIES

- (1) **The Minister for the Environment** of PO Box 228, St Helier, Jersey JE4 9SS ("the Minister"); and
- (2) **The Minister for Infrastructure**, on behalf of the Public of the Island of Jersey c/o Jersey Property Holdings, The Depot, La Collette, Jersey JE1 3UE ("the Owner");
- (3) **The Accountable Officer of the Minister for Health and Social Services** on behalf of the Minister for Health and Social Services (by the Chief Officer of Health and Community Services, 19-21 Broad Street, St Helier JE2 3RR ("the Applicant").

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of that part of the Land in Overdale and as described in the First Schedule.
- 2 The application for a new hospital is part of a wider strategy for the reform of health and social care in the island. In 2012 the States of Jersey, through Proposition P.82/2012 – Health and Social Services: A New Way Forward - requested the Council of Ministers to bring forward for approval, proposals for priorities for investment in hospital services and detailed plans for a new hospital (either on a new site or a rebuilt and refurbished hospital on the current site), by the end of 2014.
- 3 In November 2021, an application for planning permission, reference P/2021/1670 ("the Application"), was made by the Chief Officer of Infrastructure, Housing and Environment (for the then Minister for Infrastructure) on behalf of the Accountable Officer of the Minister for Health and Social Services to develop the Land and its locality for "Our Hospital" ("the Development") under the Planning and Building (Jersey) Law 2002 (as amended).
- 4 The Minister for the Environment directed the Application Development be evaluated at an inquiry by a planning inspector.
- 5 On the 14 March 2022 the Our Hospital Project team on behalf of the Accountable Person for the Minister for Health and Social Services and the Minister for Infrastructure agreed a statement of common ground on Highways and Transportation relating to the Application for the Development.
- 6 On 25 March 2022 the elected members of the States of Jersey approved the Island Plan 2022-25 and a draft of it was lodged au greffe on 19 April 2022.

- 7 In April 2022, the planning inspector held the inquiry and on the 16 May 2022 he reported his evaluation to the Minister for the Environment. The issues identified by the inspector included the need for: 1) the Jersey Bowling Club to be relocated as a result of new access to the Land; 2) an apportioned contribution by the Development to the West Park Surface Water Separation Scheme enabling separation of surface from foul water drainage; 3) adoption of the changed highways access; 4) bus infrastructure and potential financial subsidy to enable such access to the Land; and for resourcing and funding of: 6) parking measures; and 7) a travel plan; as well as a review. Including on that basis, the planning inspector recommended approval of the Application, including that its description be changed to include demolition of existing buildings on the Land; as well as the Development being made subject to planning conditions and identified planning obligations.
- 8 On 17 May 2022 the Minister for the Environment considered the Application in light of the inspector's report, imposed two further obligations requiring a Landscape Ecology Management Plan and a Site Waste Management Plan, granted planning permission on the Application for the Development then described in it, subject to the planning conditions and a planning obligation agreement whose heads of terms were otherwise set out in Schedules A and B to the report of the planning inspector.
- 9 Pursuant to Article 25(1) of the said Planning and Building (Jersey) Law 2002 (as amended), the parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein pursuant to the decision by the Minister for the Environment dated 17 May 2022 and Schedule A of the report of his planning inspector.
- 10 The subject matter of each obligation satisfies the requirements of Article 25(5)(a) Planning and Building (Jersey) Law 2002 (as amended).
- 11 The parties agree that this Agreement is legally binding under the said Planning and Building (Jersey) Law 2002 (as amended), and is a planning obligation for the purposes of Article 25(5)(b) and (1) thereof.
- 12 This Agreement shall be construed so as to give effect to the purpose and intention of the said Planning and Building (Jersey) Law 2002 (as amended), as at 12th August 2022 and any future iteration or successor law of the same.

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"	Means this agreement including the recitals and schedules hereto;
"Applicant"	Means the person of the Accountable Officer for the Chief Officer of Health and Community Services, on behalf of the Minister for Health and Social Services (being the Minister on whose behalf the Chief Officer of Infrastructure, Housing and Environment) who made the Application for the purposes of, and pursuant to, Proposition P.82/2012 – Health and Social Services: A New Way Forward)
"Application"	Means the application for planning permission, reference P/2021/1670, for development in relation the Land, as amended by the Minister for the Environment (Decision Report, Reference MD/ENV-2022-37B (dated 17 th May 2022), pursuant to the recommendation of the Planning Inspector in paragraph 603 of his Report (dated 16 th May 2022), on planning application reference P/2021/1670); and more particularly described in the said Decision Report (paragraph (1)), as: "Construct new hospital and associated buildings including mental health centre, energy centre, knowledge centre, multi-storey car park, surface level parking and landscaping. Demolish existing buildings, to include all buildings on the existing Overdale Hospital Site, Mulcaster House (Jersey Water), the former Jersey Electricity sub-station in Victoria Park, La Chapelle de St. Luc, Thorpe Cottage, Briez Izel, 1 Castle View, 5 Castle View, 1 Hillcrest, part of driveway, raised planter and strip of land at entrance to Hill Crest and Castle View, Mont Martin Cottage and two outbuildings, L'Amyerie, 1 – 3 Westmount Terrace, Berkeley Rise, Westmount House, Folly Field, part of the garden of Camden, and Jersey Bowling Club. Reconfigure and landscape Westmount Road, including People's Park, Lower Park, Westmount Gardens and Victoria

LET.
21.02.2023

		<p>Park, including changes to the playground and Petanque Courts in conjunction with associated alterations to the highway network. 3D Model available"</p> <p>for the purposes of P.82/2012 – Health and Social Services: A New Way Forward;</p>
"Chief Officer"		<p>Means 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;</p>
"Commencement"		<p>Means the date on which any material operation (as defined in Article 5(7) of the Law) forming part of the Development of any part of the extent of Plan 1 permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition work (but excluding demolition of Buildings D, F, G, H, I, J, L, M and P shown on the Demolition Plan), archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence" and "Commenced" shall be construed accordingly";</p>
"Covenantees"		<p>Means the Owner and Applicant together, jointly and severally;</p>
"Demolition Plan"		<p>Means, documents together comprised of within the Planning Statement accompanying the Application, reference OHP-TMP-XX-PA-T-000003 Rev P01, Appendix 6 – "Demolition Application Documents": a) Figure 1, plan reference OHP-ARP-MZ-XX-RP-S-000008, entitled "Overdale Existing Structures Site Survey Report" identifying in red colour particular buildings in a "derelict" state or used for "storage"; and b) Site Plan – Existing Layout – bearing a Legend identifying the said buildings by reference to</p>

		the aforesaid letters; being permitted to be demolished by the Planning Permission;
"Development"		Means the development of the Land as described in the Application;
"the Environmental Impact Statement"		Means the Environmental Impact Statement (dated March 2022) accompanying the Application;
"Framework Bus Strategy"		Means a Strategy to include infrastructure and financial subsidy (if required) to establish an appropriate bus service to and from the Site, to be agreed with the Minister for Infrastructure.
"Framework Landscape Ecology Management Plan"		Means the ecology measures set out in Chapter 9 "Biodiversity" of the Environmental Impact Statement (25 th February 2022), and a scheme of landscaping and its related management and maintenance of trees and landscaping as identified in plan reference OHP-LDA-ZZ-DR-L-000101, Rev P06, entitled "Landscape Reference Masterplan (updated March 2022)" so far as is also within the extent of the areas outlined in red line on Plan 3;
"Framework Parking Strategy"		Means the strategy to be agreed with Minister for the Environment and Minister for Infrastructure to include infrastructure and financial subsidy (if required) to establish appropriate car parking at the Site.
"Framework Site Waste Management Plan"		Means a management plan, dated 23 rd February 2022, set out in "Appendix A3 Site Waste Management Plan" to the Environmental Impact Statement, to ensure the resourcing and practical implementation of the site waste management plan to reduce, recycle and reuse construction and demolition waste engendered by the Development of the Site;
"Framework Travel Plan"		Means a package of measures and measurable targets to be agreed by the Minister for the

		Environment in consultation with Minister for Infrastructure to encourage safe, healthy and sustainable travel options to the Site and to reduce dependence on the private car as the main mode of transport to and from the site.
"Highways Infrastructure"		Means the highways infrastructure identified in plan reference OHP-ARP-WZ-CL-DG-C-020110, Revision P3, entitled "Proposed Highway General Arrangement" and that would link the Land identified on Plan 1 with the wider highways network identified on Plans 2 and 3;
"Index"		Means all Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey;
"Interest"		Means Interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time;
"Island Plan 2011"		Means the States of Jersey Island Plan, 2011 (as may be amended from time to time);
"Island Plan 2022-2025"		Means the States of Jersey Island Plan, 2022 (adopted on 25 th March 2022) (as may be amended from time to time);
"Jersey Bowling Club Plan"		Means plan reference OHP-DDP-MZ-ZZ-PH-Z-OO1_P01-Demolition-Layout 1;
"the Land"		Means, for the purposes of Article 25(5)(c) of the Law, all of only those parts of the geographical areas identified within the areas outlined in a thick black line on Plan 1, and owned by The Public of The Island of Jersey under references H1550, H1550A, H1551, and H1542, such parts being to the same extent as are shown on Plan 1 (but no more) also shown within the wider areas encompassed by the red lines shown on each of Plan 2 and Plan 3, which black outlined parts are envisaged to be developed

		for the Development pursuant to Proposition P.82/2012;
"the Law"		Means the Planning and Building (Jersey) Law 2002 (as amended as at 12 August 2022) and as may be amended in future and any successor law thereto;
"the Minister"		Means the person of the Minister for the Environment of the States of Jersey which expression includes any person or body to whom the functions of Environment Minister and his successors may be transferred hereafter and any person to whom such functions are from time to time lawfully delegated;
"Occupation, Occupy and Occupied"		Means occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
"Owner"		Means The Public of the Island of Jersey c/o Jersey Property Holdings, The Depot, La Collette, Jersey JE1 3UE on whose behalf the person of the Minister for Infrastructure acts for the purposes of the Development pursuant to Proposition P.82/2012;
"Planning Permit"		Means the planning permit for the Development, reference P/2021/1670, a copy of which is attached at the Second Schedule hereto;
"Post-Implementation Review"		Means a post implementation review (within 2 years after formal opening of the Development) to identify unforeseen (planning-related) 'snagging' issues relating to local highways, amenity, or other such unforeseen impacts of the Development, including consideration of resources and implementation of any refinements to existing (planning-related) measures or need for additional such measures;

"Plan 1"	Means the plan identifying the areas of land of the Owner, references H1542, H1550, H1550A, H1551, and H1552, outlined in thick black outline on the plan (dated 21 st October 2022) attached to this Agreement in its First Schedule hereto;
"Plan 2"	Means the plan, reference OHP-LLD-ZZ-ZZ-DR-A-10010, Revision P03, entitled "Site Development Plan" envisaged to be developed under the Planning Permission by the erection of Our Hospital thereupon and related development and whose extent overlaps with Plan 1;
"Plan 3"	Means the plan, reference OHP-LLD-ZZ-ZZ-DR-A-100001, Revision P03, entitled "Site Location Plan", and envisaged to have the Highways Infrastructure constructed on it and related works and whose extent overlaps with Plan 1;
"Royal Court"	Means the Royal Court of the Island of Jersey;
"Site"	Means that part of the Land identified on Plans 2 and 3 to no more than the extent that the area of each matches the areas outlined in thick black line on Plan 1 and references H1550, H1550A, H1551 and H1552;
"West Park Surface Water Separation Scheme Contribution 1"	Means the sum of four hundred and fifty thousand pounds (£450,000) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure towards the implementation of the West Park Surface Water Separation Scheme identified in Figure 1, and Section 3, of Summary of Drainage Strategies to Support OHP Public Inquiry, dated 6 th April 2022, that will receive surface water from the Development of the Land shown on Plan 1.
"West Park Surface Water Separation Scheme Contribution 2"	Means the sum of seven hundred and fifty thousand pounds (£750,000) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure towards the implementation of the West Park Surface Water Separation Scheme identified in Figure 1, and Section 3, of Summary of

	Drainage Strategies to Support OHP Public Inquiry, dated 6 th April 2022, that will receive surface water from the Development of the Land shown on Plan 1.
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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 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 any 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 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 Minister or 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,

save for any relevant provision which shall come into effect immediately upon the event of (i) above.

5 COVENANTEES COVENANTS

The Covenantees jointly and severally covenant and agree with the Minister as set out in the Fourth Schedule so that this Agreement shall be enforceable without limit of time against the Covenantees and any person claiming or deriving title through or under the same Owner to the Site or any part or parts thereof.

6 MINISTER'S COVENANTS

The Minister covenants with the Covenantees as set out in the Fifth Schedule.

7 PUBLIC REGISTRY OF CONTRACTS

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

8 MISCELLANEOUS

- 8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Covenantees 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, La Motte Street, St Helier, Jersey or as otherwise notified for the purpose by notice in writing.
- 8.2 Any notices to the Covenantees 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 interest in

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

- 8.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 8.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Minister or 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 Minister or the Chief Officer by any of the obligations or covenants by the Owner in favour of the Minister or the Chief Officer under this Agreement are in addition to any of the Minister's or 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 Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of the Covenantees as contained herein.
- 8.10 The Covenantees shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 8.11 All communications and notices served or made under this Agreement shall be in writing.

9 WAIVER

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

10 CHANGE IN OWNERSHIP

The Covenantees agree with the Minister to give the Minister written notice (as soon as reasonably practical following such change) of any change in legal ownership of the Site occurring before all the obligations under this Agreement have been discharged.

11 INDEXATION

Any sum referred to in the Fourth 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 (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 JURISDICTION

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

FIRST SCHEDULE**Details of the Owner's Title and description of the Site**

Plan 1: The Owner is the owner of all that immovable property, references H1542, 1550, 1550A, H1551, and H1552, comprising the areas so identified by those reference on the plan (dated 21st October 2022)

Plan 2:

The Applicant made the Application to develop an area of land, described on Plan reference OHP-LLD-ZZ-ZZ-DR-A-10010, Revision P03, entitled "Site Development Plan", to the extent (but no more) identified in Plan 1, for the purposes of P.82/2012 – Health and Social Services: A New Way Forward;

Plan 3:

The Location of the Development is shown in OHP-LLD-ZZ-ZZ-DR-A-100001, Rev P03, entitled "Site Location Plan".

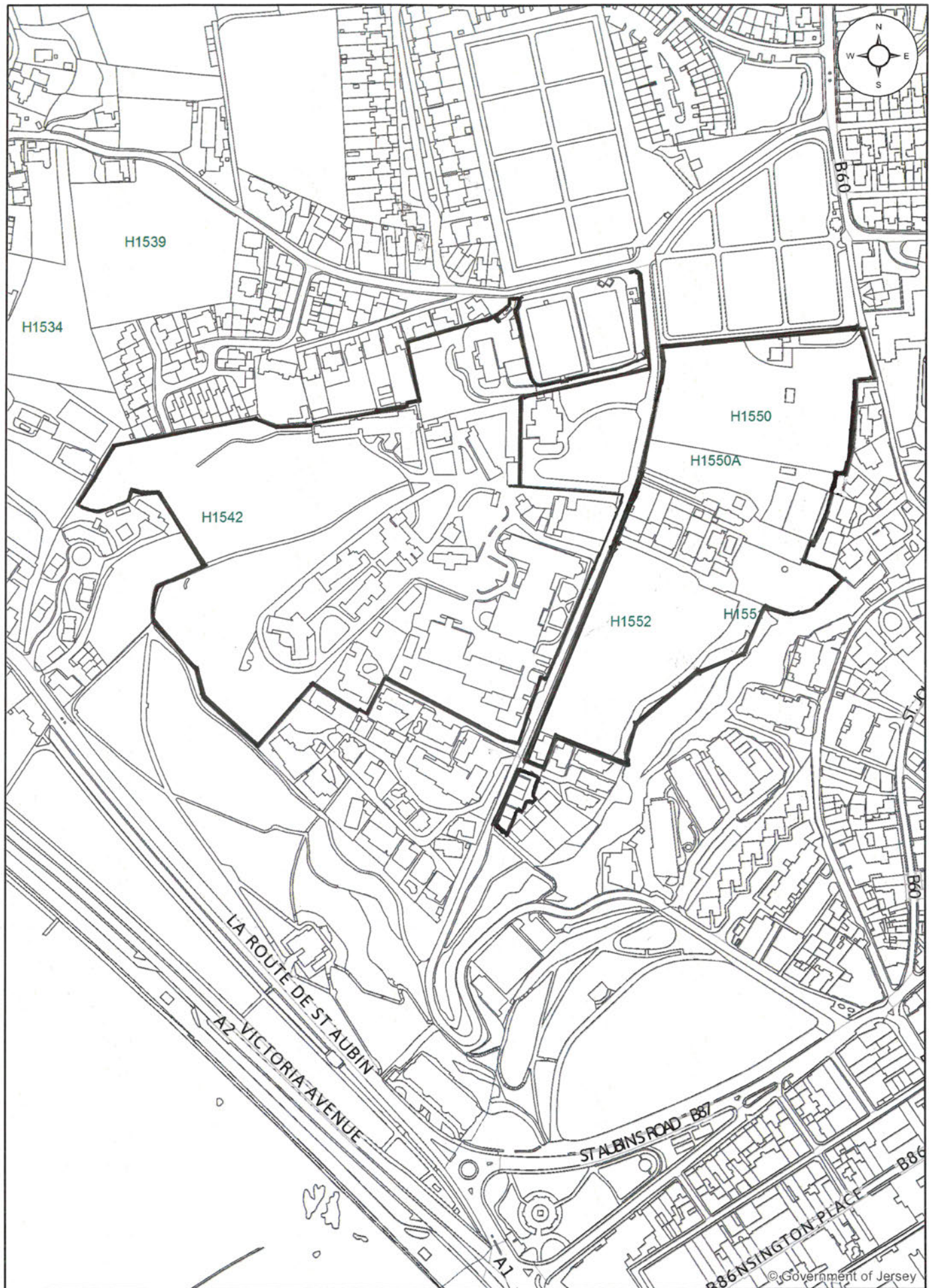
The Site is shown for the purpose of identification on the said Plans to the extent that the areas shown as within the red lines on those plans overlap with the extent of areas references H1542, H1550, H1550A, H1551 and H1552, shown as encompassed by the thick black lines shown on Plan 1.

SECOND SCHEDULE

The Plans

The Plans are:

- a) **Plan 1:** a plan showing thick black lines around land owned by The People of the Island of Jersey (dated 21st October 2022) identifying land references H1542, H1550, H1550A, H1551 and H1552
- b) **Plan 2:** OHP-LLD-ZZ-ZZ-DR-A-100001, Revision P03, entitled "Site Location Plan"
- c) **Plan 3:** OHP-LLD-ZZ-ZZ-DR-A-10010, Revision P03, entitled "Site Development Plan"
- d) **The Demolition Plan:** being two plans in the Planning Statement, document reference OHP-TMP-XX-XX-PA-T-000003, Rev P01, Appendix 6 – Demolition Application Documents, Figure 1 and Site Plan – Existing Layout and the Legend of the latter Site Plan;
- e) **The Jersey Bowling Club Plan:** being plan reference OHP-DDP-MZ-ZZ-PH-Z-001_P01-Demolition-Layout 1 accompanying the Application.



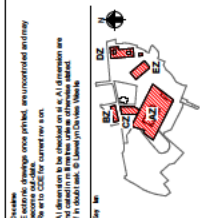
0 0.0425 0.085 0.17 km

Address Locator Map

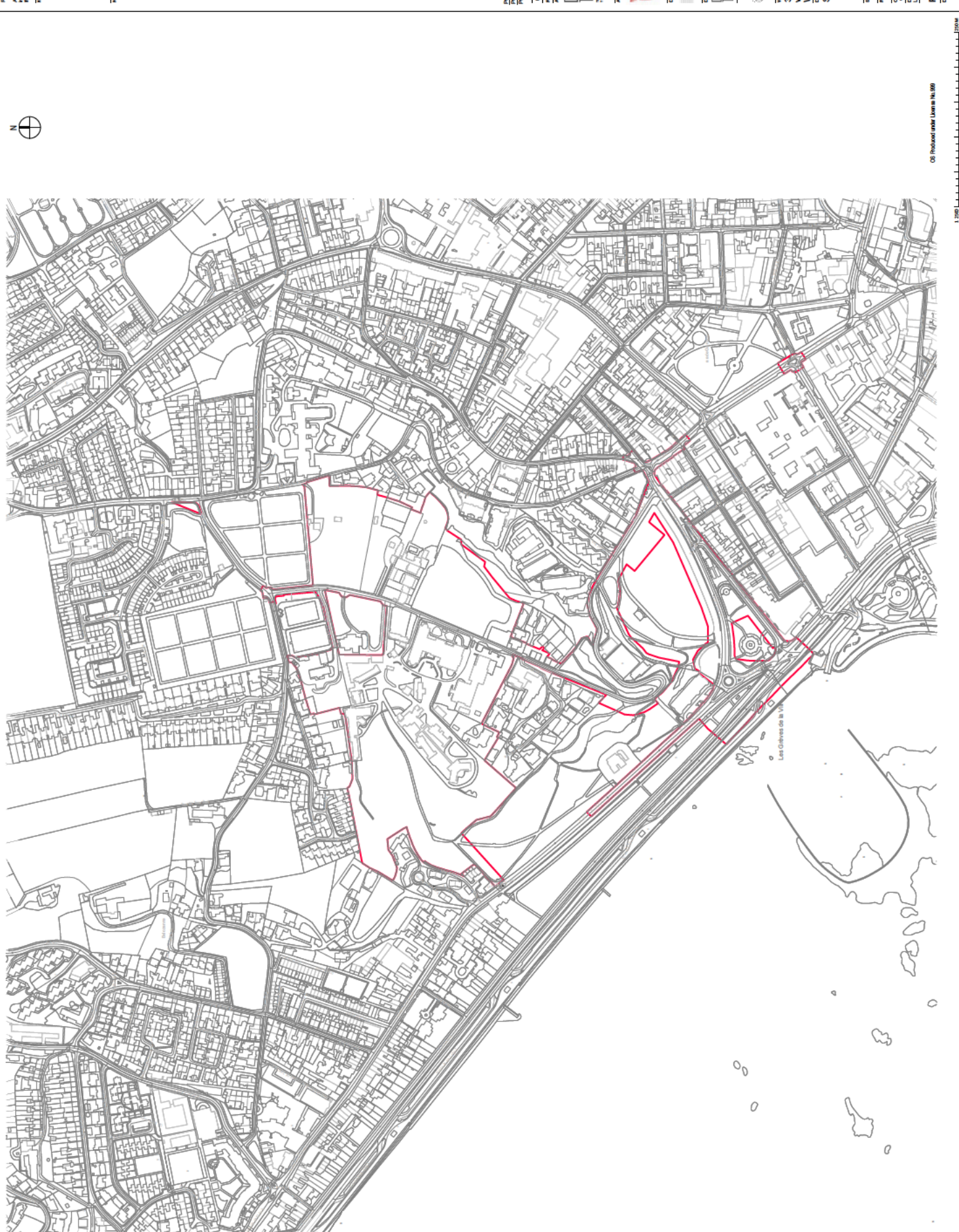
Date: 21/10/2022

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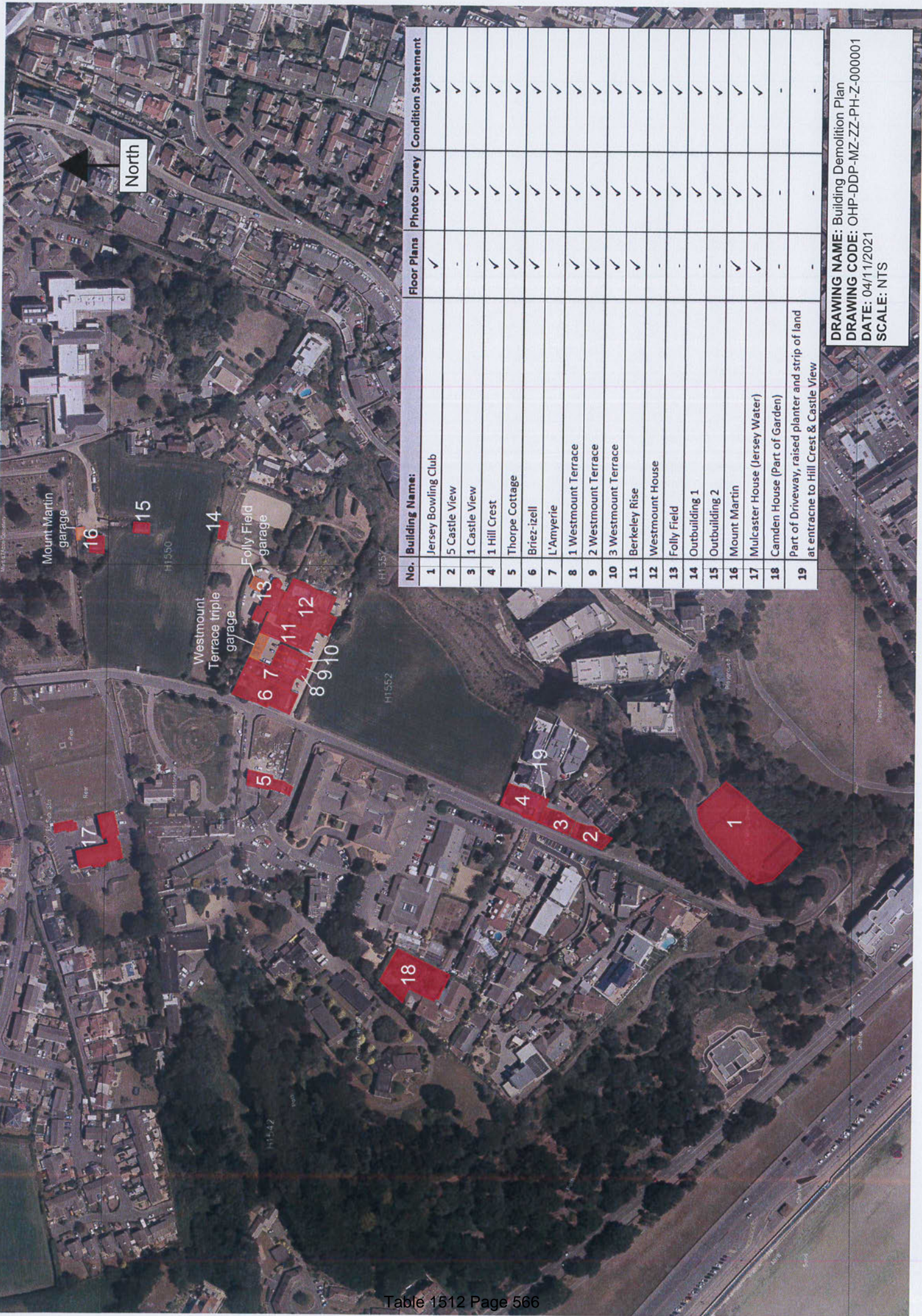
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the Boundary

[illegible]

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No.	Building Name:	Floor Plans	Photo Survey	Condition Statement
1	Jersey Bowling Club	✓	✓	✓
2	5 Castle View	-	✓	✓
3	1 Castle View	-	✓	✓
4	1 Hill Crest	✓	✓	✓
5	Thorpe Cottage	✓	✓	✓
6	Briez-izell	✓	✓	✓
7	L'Amyerie	-	✓	✓
8	1 Westmount Terrace	✓	✓	✓
9	2 Westmount Terrace	✓	✓	✓
10	3 Westmount Terrace	✓	✓	✓
11	Berkeley Rise	✓	✓	✓
12	Westmount House	-	✓	✓
13	Folly Field	-	✓	✓
14	Outbuilding 1	-	✓	✓
15	Outbuilding 2	-	✓	✓
16	Mount Martin	✓	✓	✓
17	Mulcaster House (Jersey Water)	✓	✓	✓
18	Camden House (part of Garden)	-	-	-
19	Part of Driveway, raised planter and strip of land at entrance to Hill Crest & Castle View	-	-	-

DRAWING NAME: Building Demolition Plan
 DRAWING CODE: OHP-DDP-MZ-ZZ-PH-Z-000001
 DATE: 04/11/2021
 SCALE: NTS

Document Ref: OHP-TMP-XX-XX-PA-T-000003 rev P01

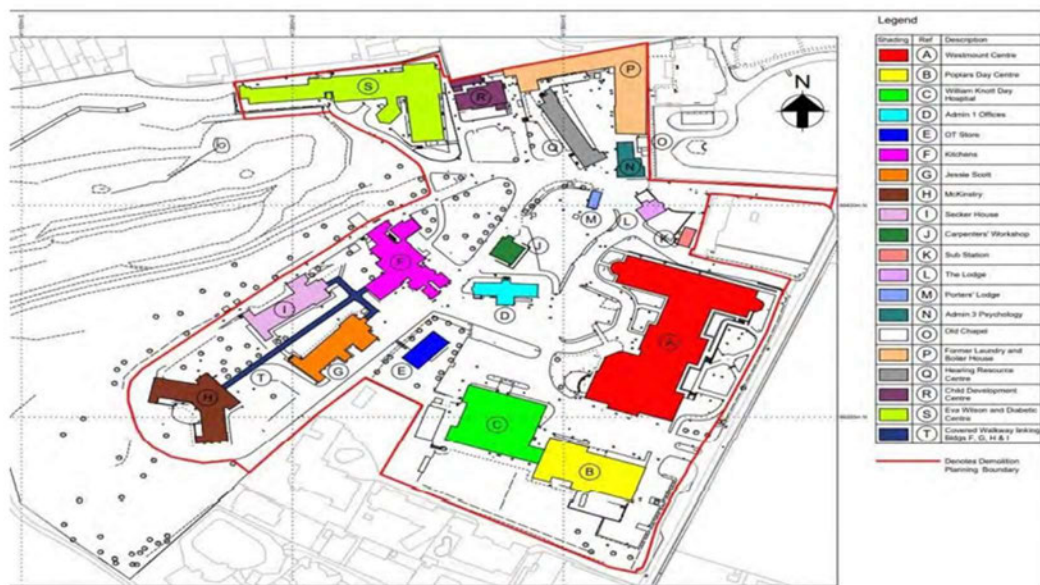
Planning Statement

Appendix 6 - Demolition Application Documents

Demolition Plan – Overdale Hospital

Site Plan – Existing Layout

References made in this document refer to the building references in the diagram below



References to North, South, East & West refer to the direction of site.

THIRD SCHEDULE

The Planning Permit

FOURTH SCHEDULE

The Covenantees' Covenants with the Minister

The Covenantees agree, covenant and undertake:

COMMENCEMENT

1 Not to Commence the Development until the Covenantees have given to the Minister seven (7) clear days' a notice in writing of the intention so to do.

JERSEY BOWLING CLUB

2 To use reasonable endeavours to facilitate the timely and fully funded relocation of the Jersey Bowling Club (identified on the Jersey Bowling Club Plan as Building 1) to an alternative location for that sport before the commencement of the Highways Infrastructure.

WEST PARK SURFACE WATER SEPARATION SCHEME

4 To pay:

- a) on the Commencement of the Development, the West Park Surface Water Separation Scheme Contribution 1 to the Treasurer of the States of Jersey;
- b) the West Park Surface Water Separation Scheme Contribution 2 to the Treasurer of the States of Jersey by conclusion of the demolition of the particular buildings identified for demolition on the Demolition Plan.

5 Not to conclude the said demolitions relating to the Commencement of Development identified in paragraph 4 above until such time as the West Park Surface Water Separation Scheme Contribution 2 has been paid to the Treasurer of the States.

HIGHWAYS INFRASTRUCTURE ADOPTION

6 To identify any (if any, and excluding for the avoidance of doubt the Highways Infrastructure) necessary highways infrastructure adaptation and adoption required in mitigation of the impacts of the Development and to secure the same with the appropriate Highway Authority.

7 Not to Occupy the Development until such time as the adoption of the Highways Infrastructure, and any mitigation measures in paragraph 6, have been secured.

BUS STRATEGY

8 To secure a detailed Bus Strategy (pursuant to the Framework Bus Strategy) agreed with the Minister for the Environment to establish an appropriate service to and from the Site.

9 Not to Occupy the Development until such time as the establishment of such agreed Bus Strategy has been secured.

PARKING STRATEGY

10 To secure the infrastructure and funding necessary for a detailed Parking Strategy (pursuant to the Framework Parking Strategy) agreed with the Minister for the Environment in relation to the Site.

11 Not to Occupy the Development until such time as the establishment of such an agreed detailed Parking Strategy has been secured.

TRAVEL PLAN

12 To secure the resourcing and implementation of a detailed Travel Plan (pursuant to the Framework Travel Plan) agreed with the Minister for the Environment for the Site.

13 Not to Occupy the Development until such time as the adoption of an agreed detailed Travel Plan has been secured.

LANDSCAPE ECOLOGY MANAGEMENT PLAN

14 To secure a detailed Landscape Ecology Management Plan (pursuant to the Framework Landscape Ecology Management Plan) agreed with the Minister for the Environment for the Site and to seek to secure the same to the extent otherwise identified in Plans 2 and 3.

15 Not to Occupy the Development until such time as the establishment of an agreed detailed Landscape Ecology Management Plan has been secured to the extent identified in Plan 1.

SITE WASTE MANAGEMENT PLAN

16 To secure a detailed Site Waste Management Plan (pursuant to the Framework Site Waste Management Plan) agreed with the Minister for the Environment.

17 Not to Occupy the Development until such time as the adoption of any agreed detailed Site Waste Management Plan has been secured.

POST IMPLEMENTATION REVIEW

18 To carry out the Post Implementation Review of the Development within 2 years of the formal Occupation the Development, for the purpose of identifying unforeseen (planning-related) 'snagging' issues such as those relating to local highways, amenity, and other such types of unforeseen impacts of the Development, and to implement such post-implementation measures as may then be identified by that Review together with securing such resources (if any) as may be then considered necessary to implement any identified fine tuning or particular required measures identified, in agreement with the Minister for the Environment.

FIFTH SCHEDULE**Minister's Covenants**

- 1 The Minister hereby covenants with the Covenantees to use all sums received by the Treasurer of the States under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.
- 2 The Minister covenants with the Covenantees that he will procure or arrange that the Treasurer of the States will pay to the Covenantees such amount of any payment made by the Covenantees to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement within 5 years of the date of receipt by the Treasurer of the States of such payment.
- 3 The Minister covenants to use all reasonable endeavours to agree the Framework Bus, Travel and Parking Strategies and to not unreasonably withhold such agreement.
- 4 The Minister covenants with the Covenantees 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 Minister for the Environment

by [REDACTED] KELY WHITEHEAD

in the presence of

[REDACTED] CHRISTOPHER JONES

this 21 day of February 2023

Signed on behalf of the Owner

by . [REDACTED]

in the presence of

[REDACTED] ANDREW SCOTTE

this 17th day of February 2023

Signed on behalf of the Applicant

by . [REDACTED]

in the presence of

DANIELLE COLBACK [REDACTED]

this 17th day of February 2023