

In the Royal Court of Jersey

Samedi Division

In the year two thousand and fifteen, the fifth day of November.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for Planning and Environment and Hotel Metropole (Jersey) Limited in relation to the development of the Hotel Metropole, Roseville Street, St Helier, be registered in the Public Registry of this Island.


Greiner Substitute

LOD

Reg. Pub.

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

relating to the development of the Hotel Metropole, Roseville Street, St.
Helier

Dated 4 NOVEMBER 2015

The Chief Officer for Planning and Environment(1)

Hotel Metropole (Jersey) Limited (2)

DATE

4 NOVEMBER

2015

PARTIES

- (1) The Chief Officer for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Chief Officer")
- (2) Hotel Metropole (Jersey) Limited, Roseville Street, St Helier Jersey JE1 4HE ("the Owner")

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) as to the Site.
- 2 With the agreement of the Owner, the Planning Application has been submitted by Dandara Jersey Limited.
- 3 Having regard to the purpose of the Law the Island Plan 2011 and all other material considerations planning permission is to be granted 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 Site in the manner hereinafter appearing and without such planning permission would not be so granted.
- 4 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 5 The parties acknowledge that this Agreement is legally binding.
- 6 This Agreement shall be construed so as to give effect to the purpose and intention of the Law.

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

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

"Bus Shelter Contribution"	means the sum of seven thousand five hundred pounds (£7,500) to be paid by the Owner to the Treasurer of the States to be
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	applied by the TTS Minister for the purposes of the construction of a bus shelter
"Chief Officer"	the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States responsible for planning and building in accordance with Article 1 of the Law
"Cycleway Contribution"	the sum of one hundred and seventy nine thousand pounds (£179,000) to be paid by the Owner to the Treasurer of the States to be applied by the TTS Minister for the purposes of the Eastern Cycle Network
"Commencement"	means the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out and "Commence" and "Commenced" shall be construed accordingly
"Development"	the development of the Site in accordance with the Planning Permit
"Dwelling Unit"	a residential unit forming part of the Development to be constructed pursuant to the Planning Permit
"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"	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
"Plan"	the plan contained in the Second Schedule to this agreement
"Planning Application"	the application for planning permission in respect of the Site and described as "Demolish existing hotel buildings. Construct basement parking for 140 No. cars and associated building services plant. Construct 174 No. one, two and three bedroom flats, associated landscaping. AMENDED PLANS: Additional highways works. (3D Model Available) (EIA submitted) FURTHER AMENDED PLANS: minor revisions to Roseville Street elevation, construct larger basement parking for 203 No. cars and alterations to internal layouts to construct 179 No. one, two and three bedroom flats." and given the reference P/2015/0065
"Planning Permit"	the planning permission for the Development as applied for and described in the Planning Application a copy of which is attached in the Third Schedule
"Royal Court"	the Royal Court of the Island of Jersey

"Site"	Hotel Metropole, Roseville Street, St. Helier, Jersey identified by a thick black edging and hatched black on the Plan upon which the Development is to be carried out
"TTS Minister"	The Minister for Transport and Technical Services

2 CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to a law of the States of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that law or deriving validity from it.
- 2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Chief Officer 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 Chief Officer against the Owner.

4 EFFECTIVE DATE

This Agreement shall come into effect immediately upon the date which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

5 OWNER COVENANTS

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

7 MISCELLANEOUS

- 7.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the Director - Development Control of Planning and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.
- 7.2 Any notices on the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 7.3 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.
- 7.4 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.
- 7.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.6 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.
- 7.7 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.

- 7.8 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.
- 7.9 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.
- 7.10 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.
- 7.11 All communications and notices served or made under this Agreement shall be in writing.

8 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.

9 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 any of their interest in the Site occurring before all the obligations under this Agreement have been discharged.

10 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.

11 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.

12 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.

13 GOODS AND SERVICES TAX

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

13.2 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.

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

The hotel known as "Hotel Metropole" (comprising buildings, parking area, swimming pool, gardens and other appurtenances dependent thereto) (the "Hotel"); **ITEM**, the main part of the rear gardens originally dependent to the properties bearing the numbers 1 to 4 inclusive, "Hastings Terrace" (and upon which various buildings, other structures and areas of land or gardens and appurtenances ancillary to the Hotel have been established); **ITEM**, the building or wing (the "Wing") immediately to the West of and adjoining the West gable of the main house forming part of the property known as 1 "Hastings Terrace" with the dependent land or garden to the South and to West thereof; **ITEM**, a certain small area of land (upon part of which has been constructed and established buildings and other appurtenances also ancillary to the Hotel and the remainder of which is tarmacadamised) formerly forming the South-West corner (the most Southerly) of the property originally known as "The Ritz Hotel" (the "South-West Corner") (now demolished and upon the main part of the site of which has been constructed and established the States development known as "Keith Baal Gardens"); **ITEM**, a certain piece of land (also now tarmacadamised) to the South of the South-West Corner and being the North part of the site of the original property known as "The Granary" (the "Land") (since demolished and on the South part of which site is now constructed a block of apartments (with appurtenances) known as "Granary Apartments"); **ITEM**, the ownership of the "fonds" of a certain private roadway (the "Roadway") running West from the main road known as "St Clement's Road" up to and abutting the Land.

The whole joined together and forming one corpus fundi, to which the Owner has right as follows:

TO the main part of the hotel premises forming part of the Site by contract dated 25 September 1970 of hereditary purchase from June Valerie Andrews, née Reynolds, wife of Derek James Andrews;

TO the relevant part of the rear gardens formerly dependent to the properties bearing the numbers 1 and 2 "Hastings Terrace" (and now forming part of the Site) by contract dated 5 January 1972 of hereditary purchase from "Jersey Holiday Rendezvous Limited";

TO the relevant part of the rear gardens formerly dependent to the properties numbered 3 and 4 "Hastings Terrace" (and now forming part of the Site) by contract dated 29 December 1972 of hereditary purchase from Giovanni Galli;

TO the South-West Corner of the former premises known as "The Ritz Hotel" by contract dated 4 April, 1997 of hereditary gift, cession and transfer from "The Ritz Hotel (Jersey) Limited", and which formed the remainder of the Site to which the latter company had right by contract dated 24 April 1926 of hereditary purchase from Joseph Henri Leon Bastide;

TO the Land by contract dated 21 October 1977 of hereditary purchase from Derek James Andrews and June Valerie Andrews, née Reynolds, his wife, who had right by contract dated 2 August 1968 of hereditary purchase from Patricia Margaret Kean; and

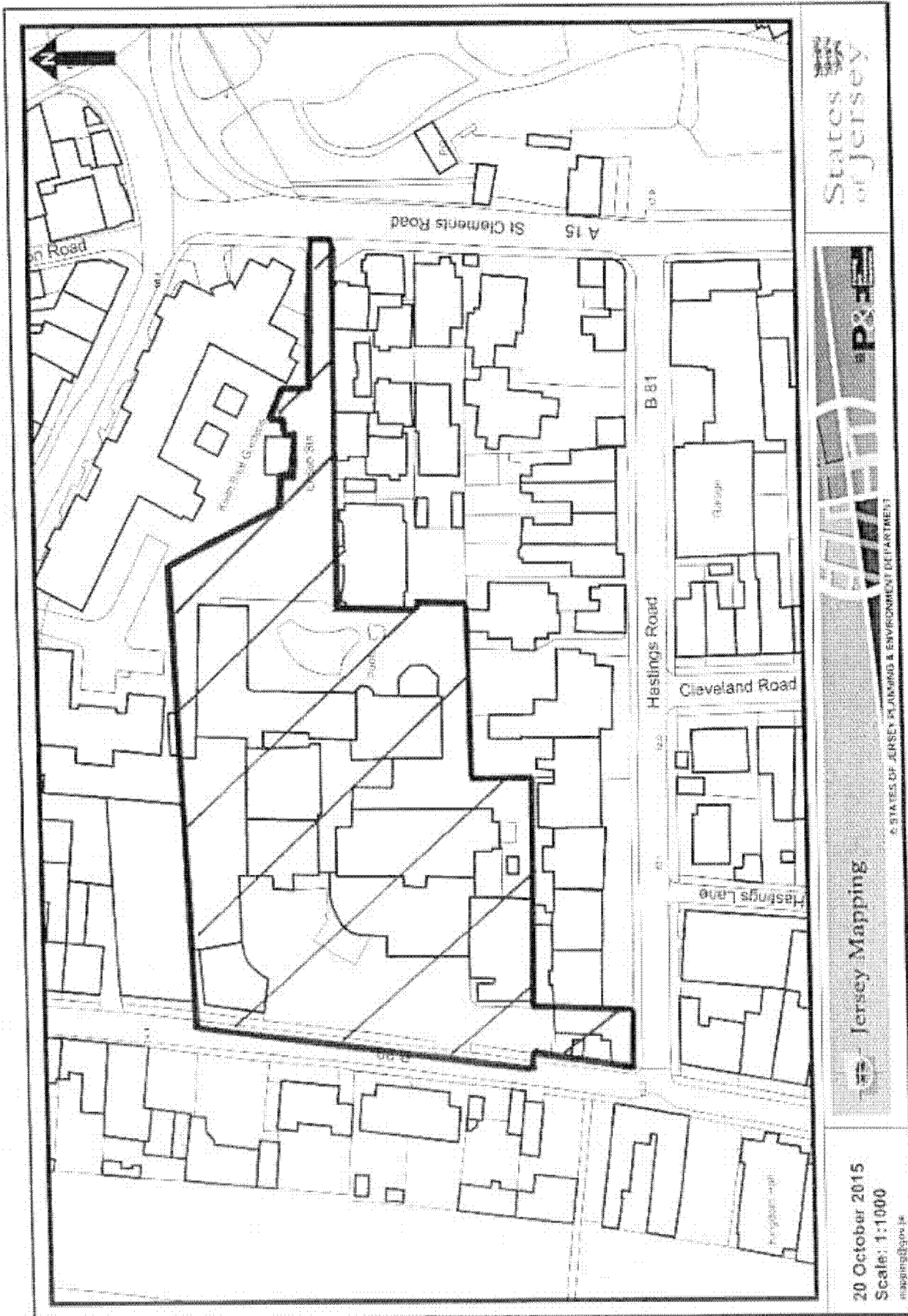
TO the Roadway by contract dated 21 October 1977 of hereditary purchase from the aforementioned June Valerie Andrews, née Reynolds, who had right by contract dated 21 May 1960 of hereditary purchase (second corpus fundi) from Jacques Valentine Reynolds, her father.

The whole situate in the Parish of St Helier, Vingtaine of Haut de la Ville.

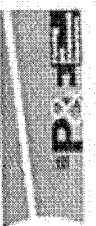
The Site is shown for the purposes of identification on the Plan.

SECOND SCHEDULE

The Plan



STATES OF JERSEY



PLANNING DEPARTMENT

Jersey Mapping

20 October 2015
Scale: 1:1000
jmapping@jersey.gov.uk

THIRD SCHEDULE

The Planning Permit

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



Planning Application Number P/2015/0065

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

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

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

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

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

In respect of the following development:

Demolish existing hotel buildings. Construct basement parking for 140 No. cars and associated building services plant. Construct 174 No. one, two and three bedroom flats, associated landscaping. AMENDED PLANS: Additional highways works. (3D Model Available) (EIA submitted) FURTHER AMENDED PLANS: minor revisions to Roseville Street elevation, construct larger basement parking for 203 No. cars and alterations to internal layouts to construct 179 No. one, two and three bedroom flats.

To be carried out at:

Metropole Hotel, Roseville Street, St. Helier, JE1 4HE.

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should be aware of the possible presence of ASBESTOS within the development site. It is recommended that further advice is sought from a suitably qualified professional prior to the commencement of development so as to reduce the risk to public health.

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the

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guidance on the type of information to be provided in a Demolition/Construction Environmental Management Plan (D/CEMP) which can be found online at:
<http://www.gov.je/industry/construction/pages/constructionsite.aspx>

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

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

Condition(s):

1. Prior to commencement of the development hereby approved, a scheme of landscaping shall be submitted to and approved in writing by the Department of the Environment. The scheme of landscaping shall provide details of the following:

- i) all existing trees, hedgerows and other plants, walls, fences and other features which it is proposed to retain on the site;
- 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;
- iii) other landscape treatments to be carried out including any excavation works, surfacing treatments, or means of enclosure;
- iv) the measures to be taken to protect existing trees and shrubs;
- v) 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; and,
- vi) A landscape management plan for the maintenance of the landscaped areas.

Once agreed, the approved scheme shall be implemented in full and thereafter retained and maintained as such.

2. No part of the development hereby approved shall be occupied until all hard and soft landscape works as indicated on the approved plan have been carried out in full. Following completion, the landscaping areas shall be thereafter maintained as such.

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3. Prior to commencement of the development hereby approved, a schedule of landscape maintenance for a minimum period of five shall be submitted to and approved in writing by the Department of the Environment. The schedule shall include details of the arrangements for its implementation and ongoing maintenance. The maintenance shall be continued in accordance with the approved schedule unless otherwise agreed in writing by the Department.
4. Notwithstanding the conclusions reached within the Phase 1 Desktop Study, following the commencement of development during the demolition and construction phases, should any contamination not previously identified be found, the Department of the Environment shall be informed as soon as possible. No further development shall be carried out (unless otherwise agreed in writing with the Department) until the levels of potential contaminants in the ground have been investigated and any risks to human health or the wider environment assessed and mitigated, in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated Land as amended.
5. No part of the development hereby approved shall be occupied until a completion report and contaminated land completion certificate demonstrating completion of the works and the effectiveness of any remediation set out in the approved scheme, is submitted to and approved in writing by the Department of the Environment. Where required by the Department the completion report shall also include a plan for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action and for the reporting of this to the Department.
6. Prior to commencement of the development hereby approved, a Demolition/Construction Environmental Management Plan shall be submitted to and approved by the Department of the Environment. The Demolition/Construction Environmental Management Plan shall be thereafter implemented in full until the completion of the development and any variations agreed in writing by the Department prior to such work commencing. The Plan shall secure an implementation programme of mitigation measures to minimise the adverse effects of the proposal on the environment, and shall include but not be limited to:
- A. A demonstration of compliance with best practice in controlling, monitoring, recording and reporting on any emissions to the environment (such as noise and vibration, air, land and water pollution);
 - B. Details of a publicised complaints procedure, including office hours and out of hours contact numbers;
 - C. Details of any proposed crushing/ sorting of waste material on site;
 - D. Specified hours of working;
 - E. A management plan for construction traffic, including wheel wash.

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2015/0065

7. No part of the development hereby approved shall be occupied until the provisions and arrangements to be made for the storage, sorting, recycling and disposal of refuse are submitted to and approved in writing by the Department of the Environment. The approved details are thereafter to be implemented in full prior to first occupation and maintained in perpetuity thereafter.
8. 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 Department of the Environment. The approved materials shall be implemented in full and thereafter retained and maintained as such.
9. Notwithstanding the submitted information, the development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister for Planning and Environment a scheme setting out the management of visitor car parking spaces and the allocation of the residents car parking spaces and cycle storage spaces to individual apartments. For the avoidance of doubt, there shall be no car parking by commuters or non-residents other than persons visiting residents. Car parking shall not be sub-let or reassigned to non-residents of the development. The approved details shall thereafter be implemented in full prior to first occupation, and retained in perpetuity thereafter.
10. Notwithstanding the submitted information, the development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister for Planning and Environment a Green Travel Plan covering the management of travel movements to and from the development. The Methodology for the Green Travel Plan shall cover a period of at least 10-years and shall first have been agreed with the Minister for Planning and Environment, and shall include provision for management initiatives to manage demand for car trips and car parking. No accommodation shall be occupied until a Travel Plan coordinator has been appointed and their details forwarded to the Minister for Planning and Environment. The approved details shall thereafter be implemented in full prior to first occupation, and retained in perpetuity thereafter.
11. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister for Planning and Environment, a scheme of service infrastructure, which shall include details of:
- i) separated waste facilities and waste collection arrangements;
 - ii) details of the communal satellite television reception system (or other communications infrastructure);
 - iii) Confirmation of the location and number of electric car charging points;
- and
- The approved details shall thereafter be implemented in full prior to first occupation, and retained in perpetuity thereafter.

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2015/0065

12. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister for Planning and Environment, a scheme of external lighting. The approved details shall thereafter be implemented in full prior to first occupation, and retained in perpetuity thereafter.

13. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister for Planning and Environment a Skills and Training Plan, to support the development and training needs of Island residents. The Methodology for the Skills and Training Plan shall first have been agreed with the Minister for Planning and Environment. The approved details shall thereafter be implemented in full prior to commencement of development, and retained in perpetuity thereafter.

14. Notwithstanding the submitted information, the development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister for Planning and Environment a revised Waste Management Plan to include monitoring and reporting arrangements for the actual waste streams arising in relation to excavation and the demolition of existing structures. Prior to first occupation a Waste Management Completion Report shall be submitted to the Minister for Planning and Environment to demonstrate compliance with the approved revised Waste Management Plan.

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

16. Prior to the development being brought into first use, visibility splays shall be laid out and constructed in accordance with the approved plans. The visibility splays shall then be maintained thereafter and no visual obstruction of any kind over the height of 600mm for pedestrians and 900mm for vehicles shall be erected within them.

17. No part of the development hereby approved shall be occupied until the proposed windows in the north and south elevations of Blocks A, B and C level are fitted with obscure glass and restricted in its/their opening mechanism to no more than 200mm. Once implemented, the obscure glazing and restricted opening mechanism shall be maintained as such thereafter.

18. Prior to the commencement of development full details of the proposed lift over-runs shall be submitted to and approved by the Department of the Environment. Notwithstanding the details on the submitted drawings, there shall be no other external plant or machinery placed on top of the roofs of the buildings hereby approved.

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2015/0065

19. Prior to the commencement of development the final location and form of the proposed on-street planters shall be submitted to and approved by the Department of the Environment. The planters shall be of a form and in location which minimise any impact on existing access arrangements. The approved details shall be implemented prior to first occupation and maintained in perpetuity thereafter.

Reason(s):

1. To safeguard the character and appearance of the area in accordance with Policies GD1, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
2. To ensure that the benefits of the approved landscaping scheme are carried out and completed, making a positive contribution to the amenities of the site in accordance with Policies GD1, GD7, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
3. This condition is necessary to ensure the protection of wildlife and supporting habitat and secure opportunities for the enhancement of the nature conservation value of the site in accordance with the requirements of Policies GD1, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
4. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1 and GD6 of the Adopted Island Plan 2011 (Revised 2014).
5. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1 and GD6 of the Adopted Island Plan 2011 (Revised 2014).
6. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1, GD6 and WM1 of the Adopted Island Plan 2011 (Revised 2014).
7. In accordance with Policy WM1 of the Adopted Island Plan 2011 (Revised 2014).
8. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD1 and GD7 of the Adopted Island Plan 2011 (Revised 2014).
9. For the avoidance of doubt and to ensure adequate car parking in accordance with Policy GD1 of the Jersey Island Plan 2011 (Amended 2014)
10. In the interests of promoting sustainable patterns of development, and to accord with Policies TT9, BE2 and SP6 of the Jersey Island Plan 2011

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(Amended 2014)

11. In the interests of providing adequate service infrastructure in accordance with Policy GD1 of the Jersey Island Plan 2011 (Amended 2014)
12. In the interests of the amenities of the area and in accordance with the requirements of Policy GD1 of the Jersey Island Plan 2011 (Amended 2014)
13. In the interests of promoting sustainable patterns of development and supporting economic growth and diversification, and to accord with Policy GD1 and SP5 of the Jersey Island Plan 2011 (Amended 2014).
14. In the interests of securing waste minimisation, and to accord with Policy WM1 and BE2 of the Jersey Island Plan 2011 (Amended 2014)
15. In accord with the provisions of Policy GD8 of the Jersey Island Plan 2011 (Amended 2014)
16. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
17. To safeguard the amenities and privacy of the occupants of the adjoining properties in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
18. For the avoidance of doubt and in the interests of securing a high quality of design in accordance with Policies SP7 and GD7 of the Jersey Island Plan 2011 (Amended 2014)
19. In the interests of delivering suitable vehicle infrastructure, in accordance with Policy GD1 of the Jersey Island Plan 2011 (amended 2014)

FOR YOUR INFORMATION

The approved plans can be viewed on the Planning Register at www.gov.je/planning

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

Location Plan

Site Context (Roof Plan) 5234-002 B

Basement Floor Level 5234-09 C

Ground Floor Level 5234-10 D

Level 1 5234-11 D

Level 2 5234-12 C

Level 3 5234-13 C

Level 4 5234-14 C

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Level 5 5234-15 C
Roof and Landscape Plan 5234-16 D
Apartment Types 5234-7 C
Sections AA and BB 5234-19 C
Typical Sections 5234-20 C
Sections EE and FF 5234-21 B
Elevations Block A 5234-22 C
Elevations Block B 5234-23 B
Elevations Block C 5234-24 B
End Elevations N & S 5234-25 D
Detail Elevation 1 5234-27 C
Detail Elevation 2 5234-28 B
Detail Elevation 3 5234-29 B
Site Context (Ground Floor) 5234-030 B
Design Statement
Crime Impact Statement
Perceptage for Art Statement
Planning Statement
Swept Path DAN/E4373/201-E
Swept Path DAN/E4373/206
Swept Path DAN/E4373/207

DECISION DATE:

The development may also require building permission, for which a separate application will need to be made. If you are in any doubt as to whether building permission is required please telephone the Building Applications Team on 448407.

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

The Owner covenants, agrees and undertakes:

COMMENCEMENT

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

EASTERN CYCLEWAY

- 2 To pay the Cycleway Contribution to the Treasurer of the States prior to the Commencement of the Development
- 3 Not to Commence the Development until such time as the Cycleway Contribution has been paid to the Treasurer of the States.

BUS SHELTER

- 4 To pay the Bus Shelter Contribution to the Treasurer of the States prior to the Occupation of any part of the Development.
- 5 Not to Occupy any part of the Development until such time as the Bus Shelter Contribution has been paid to the Treasurer of the States.

FIFTH SCHEDULE

Chief Officer's Covenants

- 1 The Chief Officer hereby covenants with the Owner to use all sums received by the Treasurer of the States from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.
- 2 The Chief Officer covenants with the Owner that he will procure or arrange that the Treasurer of the States will pay to the Owner such amount of any payment made by the Owner to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement within seven years of the date of receipt by the Treasurer of the States of such payment.

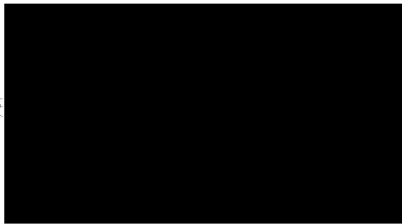
Signed [redacted] Chief Officer

by



... PETER LE GREGLBY (Director)

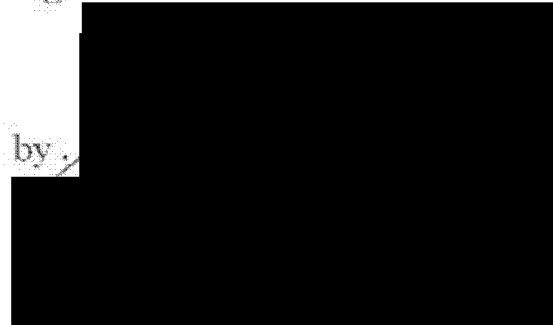
in the presence



JOHN NICHOLSON

this 4th day of November 2015

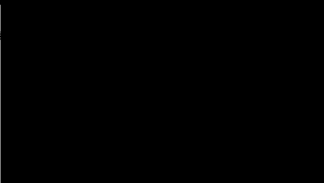
Signed on behalf of the Owner



by .

.....

in the presence



Advocate Julie Melia
Partner
Ogier
44 Esplanade
St Helier, Jersey
Channel Islands
JE4 9WG

this 26 day of October 2015