

In the Royal Court of Jersey

Samedi Division

In the year two thousand and fifteen, the ninth day of March.

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 Planning and Environment and Jersey Gas Company Limited in relation to the development of Jersey Gas Company Limited's site at Tunnell Street, St Helier, be registered in the Public Registry of this Island.

[REDACTED]
Greffier Substitute

LOD

Reg. Pub.

DLH 9/3/2015 @ 11:53
~~DRAFT 06-03-2015~~

Planning Obligation Agreement under Article 25 (12) of the Planning and Building (Jersey)

Law 2002 relating to the development of

The Jersey Gas Site, Tunnel Street and Bath Street, St. Helier

Dated :

9 March

2015

The Minister for Planning and Environment (1)

Jersey Gas Company Limited (2)

Law Officers' Department

Morier House,

ST. HELIER

Jersey

JE1 1DD

DATED

9 March

2015

PARTIES

- (1) **The Minister for Planning and Environment of South Hill, St Helier, Jersey, JE2 4US hereinafter called the Minister")**

AND

- (2) **Jersey Gas Company Limited, a limited liability company registered in Jersey with company number 33, of Thomas Edge House, Tunnell Street, St Helier, Jersey, JE4 8RE (hereinafter called "Jersey Gas")**

RECITALS

- A The Minister is the Minister of the States charged with the administration of the Law by which the obligations in this Agreement are enforceable in accordance with the provisions of the Law.
- B Jersey Gas warrants that it is the owner in perpetuity (*a fin d'heritage*) of the Site.
- C Jersey Gas has submitted the Application to the Minister.
- D As a result of the Application and consequential upon the approval of the Application, the Minister considers it expedient in the interests of proper planning that provision should be made for:
- (i) contributing to a bus shelter in the vicinity of the Site;
 - (ii) contributing to a pedestrian link from the Development to Belmont Road which is to be established by the Parish of St Helier.
- E The matters set out in paragraph D above will be necessitated as a result of the Development in the manner hereinafter appearing and the Minister is satisfied that development permission can properly be granted conditional on Jersey Gas having first entered into this agreement, without which the Minister would not be so minded to grant such permission.
- F The parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- G Jersey Gas acknowledges that this Agreement is legally binding.

- H Having regard to the purposes of the Law, the Island Plan 2011 and all other material considerations the Minister is minded to grant permission for the Development in the form of the Planning Permit subject to the completion of this Agreement.

NOW IT IS AGREED AS FOLLOWS:-

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Agreement the following expressions in the left hand column shall have the meanings set against them in the right hand column:-

"Application"	the application for planning permission in respect of the Site submitted to the Minister by Jersey Gas for the Development and allocated reference number P/2015/1125 .
"Bus Shelter"	the new bus shelter to be established by TTS in the vicinity of the Development .
"Bus Shelter Contribution"	means the sum of seven thousand five hundred pounds (£7,500) to be paid by Jersey Gas to the Treasurer and expended by the Minister in accordance with this Agreement on the Bus Shelter.
"Commencement"	the date on which any use or operation forming part of the Development begins to be carried out including for the avoidance of any doubt operations consisting of demolition works, but not including operations being site clearance, tree removal, 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 of advertisements and the words "Commence" and

"Development"

"Commenced" shall be construed accordingly.

the development of the Site by way of *"Demolition of existing gas works and associated office, showroom and staff accommodation and the construction of a new residential development comprising 285 No 1, 2 and 3 bed dwellings together with associated resident's facilities, commercial units, semi-basement parking, ancillary areas, landscape amenities and public realm improvements"* in accordance with the Planning Permit

"Index"

the All Items Index of Retail Prices for Jersey as issued by the Statistics Unit to the States of Jersey.

"Interest"

Interest at three per cent (3%) above the base lending rate of HSBC Bank Plc from time to time.

"Law"

the Planning and Building (Jersey) Law 2002.

"Occupation"

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 and the words 'occupy' and 'occupied' shall be construed accordingly.

"Pedestrian Link"

a pedestrian access way from the Development to Belmont Road via 32 Belmont Road to be established by the Parish of St Helier..

"Pedestrian Link Contribution" means the sum of twenty thousand pounds (£20,000) to be paid by Jersey Gas to the Treasurer and expended by the Parish of St Helier in accordance with this Agreement on the Pedestrian Link.

"Planning Permit"

the planning permission subject to conditions

granted by the Minister pursuant to the Application, a copy of which is attached as Schedule 1, and includes any variations and amendments thereto or any substitution thereof.

" Public Car Parking Spaces " the provision of 30 (thirty) public parking spaces in the semi-basement car park of the Site to be provided for the use of non-residents of the Development

"Site"

all that immoveable property generally known as The Gas Works Site, St Heller, Jersey including 2-10 Thomas Edge Place, 1-4 Le Faux Bie Cottages, Thomas Edge House, buildings and car park and the gas holder, bordering on the South, Turnell Street, on the East St Saviours Road, on the North, Avenue et Dolmen du Pre des Lumieres and on the West land belonging to the Public of the Island, and being the 5th and 6th Corpora Fundi acquired by Jersey Gas Company Limited on 6th February 1919 (Public Registry Reference ("PRR") 374/188) as varied by the following contracts of sale:

(A) 1st June, 1963 (PRR 480C/248);

(B) 10th March, 1972 (PRR 595/87);

(C) 10th March, 1972 (PRR 595/96);

(D) 10th April, 1981 (PRR 727/484);

(E) 14th September, 1984 (PRR 784/300);

(F) 20th December, 1991 (PRR 911/280);

(G) 25th October, 1996, (PRR 1020/390);

the whole as indicated for the purposes of identification only on the Site Plan and being the

land against which this Agreement may be enforced

"Site Plan"

the plan attached as Schedule 2

"Treasurer"

the Treasurer of the States of Jersey

"TTS"

Transport and Technical Services

"TTS Director"

the relevant Director of TTS or his/her appointed representative for the time being to the States of Jersey

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 constructed interchangeable 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 includes the successors in title to that party and to any deriving title through or under that party and in the case of the Minister the successors to his statutory functions.
- 2.7 This Agreement shall be constructed 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 Jersey Gas under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Minister against Jersey Gas.

4 CONDITIONALITY

This Agreement is conditional upon;

- 4.1 being registered in the royal Court as evidenced by an Act of the said Court;
- 4.2 the grant of the Planning Permit;
- 4.3 the Commencement of the Development;

Save that the provisions of Clauses 8.1 (legal fees) and 12.1.(jurisdiction) shall come into effect immediately

5 JERSEY GAS'S COVENANTS

- 5.1 Jersey Gas covenants and agrees with the Minister as set out in Schedule 3 to the intent that this Agreement shall be enforceable without limit of time against Jersey Gas and any person claiming or deriving title through or under Jersey Gas to the Site or any part or parts thereof.

6 THE MINISTER'S COVENANTS

- 6.1 The Minister covenants with Jersey Gas as set out in Schedule 4.

7 PUBLIC REGISTRY OF CONTRACTS

- 7.1 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 Jersey Gas shall pay to the Minister on completion of this Agreement the reasonable legal costs of the Minister incurred in the negotiation, preparation and completion of this Agreement.
- 8.2 Any notice or communication to the Minister pursuant to the provisions of this Agreement shall be deemed to have been properly served if sent by ordinary post to and addressed to the Director at Planning and Building Services, South Hill, St Helier Jersey, JE2 4US or such other address in the Island of Jersey as otherwise notified by the Minister to Jersey Gas by notice in writing.
- 8.3 Any notices or communication to Jersey Gas shall be deemed to have been properly served if sent by ordinary post to and addressed to Jersey Gas marked for the attention of the Managing Director at the address given in this Agreement or such other address in the Island of Jersey as otherwise notified to the Minister by Jersey Gas for the purpose by notice in writing.

- 8.4 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 8.5 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, revoked or otherwise withdrawn or (without the consent of Jersey Gas) it is modified by any statutory procedure or expires prior to the Commencement of the Development.
- 8.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.7 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.
- 8.8 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Minister and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Minister by any of the obligations or covenants by Jersey Gas in favour of the Minister under this Agreement are in addition to any of the Ministers' statutory powers under the Law.
- 8.9 Nothing contained herein shall be construed as obviating the need for Jersey Gas to obtain or acquire from the Public (whether in its public or private capacity) or the Parish of St. Helier (whether in its public or private capacity) or any third party with respect to the Development or its use any consents permits authorisations rights interests in the land or servitudes.
- 8.10 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of Jersey Gas as contained herein.
- 8.11 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 or oblige the Public to accept or take a transfer of land.
- 8.12 The Minister and/or TTS shall have no liability to Jersey Gas for any costs or delays occasioned by the terms of or failure to obtain or receive timely consents, permissions, orders and approvals or the timeliness of the design, construction or commissioning of any works carried out by TTS.
- 8.13 Jersey Gas shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 8.14 All communications and notices served or made under this Agreement shall be in writing

9 WAIVER

- 9.1 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 for acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

- 10.1 Jersey Gas agrees with the Minister to give the Minister immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

11 INTEREST

- 11.1 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 JURISDICTION

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

SCHEDULE 1

Form of planning permission

Department of the Environment
Planning & Building Services
South Hill
St Helier, Jersey, JE2 4US
Tel: +44 (0) 1534 445508
Fax: +44 (0) 1534 445528

States 
of Jersey

DRAFT

Department of the Environment
Planning & Building Services
South Hill
St Helier, Jersey, JE2 4US
Tel: +44 (0) 1534 445508
Fax: +44 (0) 1534 445528



Planning Application Number PP/2014/1125

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PLANNING AND BUILDING (JERSEY) LAW 2002 ARTICLE 19

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

OUTLINE APPLICATION: Demolition of existing gas works and associated office, showroom and staff accommodation. Construction of new residential development comprising 285 No.1, 2 and 3 bed dwellings and associated residential facilities, commercial units, semi-basement parking, ancillary areas, landscaping amenities and public realm improvements. All matters reserved excluding siting and massing. EIA submitted. 3D Digital Model Available.

To be carried out at:

Jersey Gas Co Site, Tunnell Street, St. Helier, JE2 4LU.

PLEASE NOTE

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

Reason for Approval: The proposed development is considered to be acceptable having due regard to the Jersey Island Plan 2011 (as revised 2014) and all of the other material considerations raised. In particular, the development has been assessed against Policies SP1, SP2, SP3, SP4, SP6, SP7, GD1, GD3, GD4, GD5, GD6, GD7, GD8, NE1, HE1, HE5, H4, H6, E1, ER4, TT4, TT8, TT9, TT10, NR7, NR8, WM1 and LWM2 of the Jersey Island Plan 2011 (Revised 2014).

In addition, the development has been assessed against the North Town Masterplan as amended June 2011 and the Supplementary Planning Guidance Jersey Gas Site Development Brief (September 2013). In this case, the proposed development is regarded as acceptable having addressed the Aims of Development as set out in the Development Brief, and balanced the objectives of the various individual policies (particularly in relation to the amenities of

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neighbours, the protection of the historic environment, car parking and the delivery of housing units), within an economically viable development package necessary to secure the regeneration of this underutilised non-conforming hazardous use from the town.

It is considered that the redevelopment of the site offers important benefits in the regeneration of the area by repairing the townscape, improving the vitality and viability of the town and removing a non-conforming hazardous use from the town whilst providing much needed housing and public realm and landscape improvements to the area.

In addition, the representations raised to the scheme have been carefully assessed. The determination acknowledges the presented issues, particularly in relation to the highways and parking issues and regarding the amenities of neighbours by reference to the scale, form and nature of the proposals, and weighs them against the benefits delivered by the application. Taken as a package, it is considered that the application will be positive and beneficial, and that the potential impacts will not be unreasonable in all the circumstances.

In accordance with plan(s) accompanying the said application, subject to compliance with the following conditions and approved plan(s):

Standard Condition 1:

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

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

- B. Application for the approval of Reserved Matters, as detailed in condition C, shall be made before the expiration of three years from the date of this decision.

Reason: To accord with Article 19(4) of the Planning and Building (Jersey) Law 2002.

- C. Approval of the details of the elevation design including siting of balconies/terraces, landscaping (including exploring the option of opening up the town brook on the application site to public view or a water feature in the town brook location), open space (including the interface between the Town Park and the

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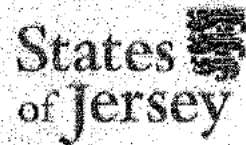
application site), footpaths, public art, the vehicular accesses (including visibility) onto the Highway, number of residents car parking spaces and car park layout, servicing, loading bays and refuse servicing details - hereinafter called the Reserved Matters - shall be obtained by application to the Minister for Planning and Environment prior to any development commencing.

Reason: To accord with Article 19(4) of the Planning and Building (Jersey) Law 2002.

Condition(s)

2. 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 Phasing Plan which shall include the timetable for the delivery of: each of the Blocks A to D; car parking, the public realm and landscape works. The development shall thereafter be implemented only in accordance with the approved Phasing Plan.
3. A Percentage for Art contribution must be delivered in accordance with a 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.
4. 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 Demolition / Construction Environmental Management Plan. The Plan shall include an implementation programme of mitigation measures to minimise any adverse effects of the proposal, and shall include:
 - i) A demonstration of best practice in relation to noise and vibration control; and control of dust and emissions;
 - ii) Details of a publicised complaints procedure, including office hours and out-of-hours contact numbers;
 - iii) Specified hours of working (to include that work resulting in noise being heard outside the application boundary occurs only between 8am and 6pm Monday to Friday, and 8am to 1pm on Saturdays, with no noisy working outside these times,

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and no noisy work on Bank or Public Holidays).

- iv) Details of any proposed crushing / sorting of waste material on site;
- v) Details of the proposed management of traffic and pedestrians (to include for vehicle wheel washing)
- vi) Measures taken to detect and manage any asbestos.

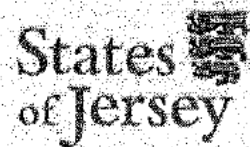
The approved details shall thereafter be implemented in full prior to first occupation, and retained in perpetuity thereafter.

5. 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 allocation of the car parking spaces and cycle storage spaces to individual apartments. For the avoidance of doubt, the residents car parking shall not be used by commuters or non-residents other than persons visiting residents. The 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.

6. Notwithstanding the information on the submitted plans, 30 (thirty) public parking spaces in the semi-basement car park on the application site shall be provided for the use of non-residents of the approved development. The tenure, type and management of the public parking spaces shall be administered by the Transport and Technical Services Department of the States of Jersey. Prior to the commencement of the development, a parking layout plan showing the location of the allocated public car parking spaces in the semi-basement car park shall be submitted to and approved in writing by the Minister for Planning and Environment. The public car parking spaces shall be provided in full prior to first occupation and maintained in perpetuity.

7. 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 application site. 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

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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.

8. 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
- iv) proposed SUDS / rainwater harvesting, shall be submitted to and approved in writing by the Minister for Planning and Environment, to be thereafter implemented prior to first occupation and maintained in perpetuity.

The approved details shall thereafter be implemented in full prior to first occupation, and retained in perpetuity thereafter.

9. 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.

10. 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 an Ecological Report. The methodology for the Report shall first have been agreed in writing by the Minister for Planning and Environment, and shall include survey for protected species to include amphibians and reptiles, mammals, bats and birds, to include consideration of habitat and potential mitigation works. The approved recommendations shall thereafter be implemented in full prior to

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commencement of development, and retained in perpetuity thereafter.

11. 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.

12. Notwithstanding the conclusions reached within the Phase 1 Desktop Study, should any contamination be found during the course of development hereby approved, work shall cease and the Department of the Environment contacted immediately. If contamination is identified, the levels of potential contaminants in the ground shall be investigated and any risks to human health or the wider environment assessed and mitigation measures proposed in a scheme, to be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented to the satisfaction of the Minister and in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated Land as amended.

13. All planting and other operations comprised in the landscaping scheme under this permission, shall be carried out and completed in the first planting season following the first occupation of the development.

14. Prior to the commencement of any development on site, a Project Design shall be submitted to and approved in writing by the Minister for Planning and Environment. The Project Design shall comprise an archaeological watching brief for the duration of the works hereby approved, with provision to record significant remains and post evaluation reporting and once approved in writing, shall be implemented at the applicant's expense in accordance with the approved mitigation scheme. Should there be any unexpected significant finds during the remediation and other ground works, work shall cease on site and the Minister for Planning and Environment shall be notified immediately to allow for proper evaluation of such finds.

15. Notwithstanding the information on the submitted plans, prior to the commencement of the development of the above-basement superstructure for any of

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the Blocks, details of the proposed foul and surface water drainage shall be submitted to and approved in writing by the Minister for Planning and Environment, in consultation with TTS Drainage, to be thereafter implemented in full prior to first occupation and maintained in perpetuity thereafter.

16. Prior to the commencement of development of the above basement superstructure a package of environmental enhancements shall be submitted to and approved in writing by the Minister for Planning and Environment, to be thereafter implemented prior to first occupation and retained in perpetuity. The package shall include: smart meters for water and electricity consumption visible within the kitchens of every residential unit; rainwater harvesting for the irrigation and watering of landscaped areas; and, separated communal waste collection facilities, to include food compost, glass and cardboard.

17. 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 landscape scheme for the satisfactory integration of the Town Park into the approved development including the re-landscaping of the eastern part of the Town Park (to the east of the existing timber pergola and water fountains within the red line of the application site) into the approved development. The approved details shall thereafter be implemented in full prior to first occupation, and retained in perpetuity thereafter.

18. 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, details of the proposed pedestrian permeability/public access through the application site. The approved details shall thereafter be implemented in full prior to first occupation of the development and retained in perpetuity thereafter.

19. Prior to the commencement of development hereby permitted, a report setting out the arrangements for the management of the landscaped areas shall be submitted to and approved by the Minister for Planning and Environment, to include that any trees or plant(s) planted in accordance with the approved landscape scheme, which within a period of five years from the planting taking place, die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season, unless the Minister for Planning and Environment gives written consent for a variation of the scheme.

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20. 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 Method Statement to demonstrate how any risks to the aquatic environment during the construction of the culvert for the town brook on the application site will be minimised. The approved recommendations shall thereafter be implemented in full prior to commencement of development, and retained in perpetuity thereafter.

21. Prior to occupation of any part of the development hereby approved, 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 shall be submitted to and approved in writing by the Minister for Planning and Environment. The completion report shall include a plan for longer term monitoring of pollutant linkages, maintenance and arrangements for contingency action and the reporting of this to the Minister for Planning and Environment.

22. Notwithstanding the details on the submitted plans, the application for Reserved Matters shall indicate that the third floor level of the south-west/south Block 'C' of the development facing onto Tunnell Street shall be set back by a total of 4 metres from the front face of the building along the full roadside length of Block C facing Tunnell Street (For the avoidance of doubt this required set back would affect apartments 66-73 as shown on '3rd floor plan drawing no. 104 P2' in Block C only)

Reason(s)

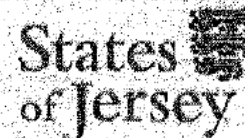
2. To ensure that the approved works to the Listed Building are not unnecessarily delayed that its importance is given sufficient priority in the phasing of the development, in accordance with Policy HE1 of the Jersey Island Plan 2011 (Revised 2014)

3. To accord with the provisions of Policy GD8 of the Jersey Island Plan 2011 (Revised 2014)

4. In the interests of protecting the amenities of the area generally and to accord with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)

5. For the avoidance of doubt and to ensure adequate car parking in accordance with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)

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6. To ensure adequate public car parking in accordance with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014).
7. In the interests of promoting sustainable patterns of development, and to accord with Policies TT9, BE2 and SP6 of the Jersey Island Plan 2011 (Revised 2014)
8. In the interests of providing adequate service infrastructure in accordance with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)
9. In the interests of the amenities of the area and in accordance with the requirements of Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)
10. In the interests of biodiversity and ecology, in accordance with Policies SP4, NE1, NE2 and NE3 of the Jersey Island Plan 2011 (Revised 2014)
11. In the interests of securing waste minimisation, and to accord with Policy WM1 and BE2 of the Jersey Island Plan 2011 (Revised 2014)
12. To ensure the development does not have an unreasonable impact on public health or the wider environment and to accord with Policy GD6 of the Jersey Island Plan 2011 (Revised 2014)
13. To ensure that the benefits of the approved landscaping scheme are not delayed and consequently make an early contribution to the amenity of the site in the interest of sustaining and enhancing landscape quality, in accordance with Policy NE 4 and GD1 of the Island Plan, 2011 (Revised 2014)
14. To secure and safeguard the provision for inspection and recording of matters of archaeological importance associated with the application site.
15. In the interests of providing adequate drainage arrangements, in accordance with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)
16. In the interests of sustainable development, the reduction of waste and the delivery of adequate environmental infrastructure, in accordance with Policies SP2, GD1, NR2, NR7 and , WM1 of the Jersey Island Plan 2011 (Revised 2014)

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17. In the interests of protecting the amenities of the area generally and to accord with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)

18. In the interests of protecting the amenities of the area generally and to accord with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)

19. To mitigate against the potential failure of trees and plants, and the extent to which that might threaten the success of the approved landscape scheme and in accordance with the requirements of Policies SP7 and GD7 of the Jersey Island Plan 2011 (Revised 2014)

20. In the interests of biodiversity and ecology, in accordance with Policies SP4, NE1, NE2 and NE3 of the Jersey Island Plan 2011 (Revised 2014)

21. To ensure the development does not have an unreasonable impact on public health or the wider environment and to accord with Policy GD6 of the Jersey Island Plan 2011 (Revised 2014)

22. In the interests of protecting the amenities of the area and the amenities of neighbouring residents and to accord with Policy GD1 of the Jersey Island Plan 2011 (Revised 2014)

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

FOR YOUR INFORMATION:

The following plan(s) have been approved:

Location Plan 000
Proposed Site Plan 001 P2
Proposed Semi-basement Floor Plan 100 P2
Proposed Ground Floor Plan 101 P2
Proposed First Floor Plan 102 P2
Proposed Second Floor Plan 103 P2
Proposed Third Floor Plan 104 P2
Proposed Fourth Floor Plan 105 P2
Proposed Fifth Floor Plan 106 P2
Proposed Roof Plan 107 P2

APPROVED



States
of Jersey

Outline Decision Notice

Planning Application Number PP/2014/1125

Proposed Elevations - Millenium Park 200 P2
 Proposed Elevations - Dolmen du Pre des Lumieres/ Rue Masurier Road 201 P2
 Proposed Elevations - St Saviours Road 202 P2
 Proposed Elevations - Tunnel Street 203 P2
 Proposed Sectional Elevations - Internal Street Elevations (D-D & E-E) 204 P2
 Proposed Sectional Elevations - Sections 1-1 & 2-2 205 P2
 Indicative Streetscape Elevations - Millenium Park 210 P2
 Indicative Streetscape Elevations - Dolmen du Pre des Lumieres/ Rue Masurier Road 211 P2
 Indicative Streetscape Elevations - St. Saviours Road 212 P2
 Indicative Streetscape Elevations - Tunnel Street 213 P2
 Indicative Streetscape Sectional Elevations - Internal Street 214 P2
 Indicative Streetscape Sectional Elevations - Sections 1-1 & 2-2 215 P2
 Proposed Streetscape Sections 300 P2
 Proposed Streetscape Sections 301 P2
 Comparison of Existing & Proposed Elevations 305 P2
 Typical Apartment Floor Plans 315
 Proposed 3D Aerial Views 400 P2
 Proposed 3D Street Views 401 P2
 Proposed 3D Street Views 402 P2
 Indicative Landscape Plan 900 P3
 Indicative Landscape Plan - Roof Gardens 901 P2
 Design Statement Addendum
 Environmental Impact Statement
 Historic Environment Assessment
 Percent Art Statement

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

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

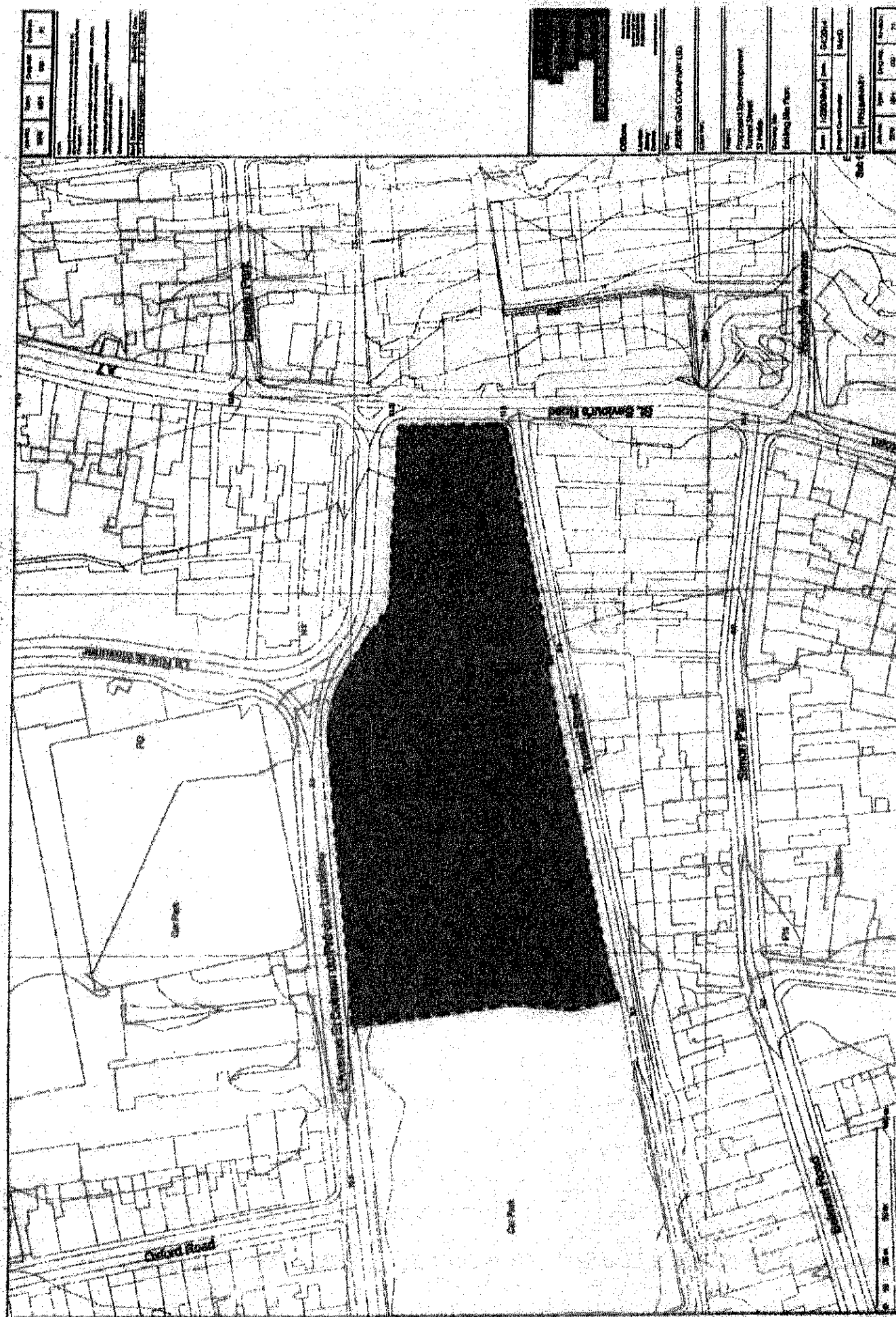
Signed

for Director

APPROVED

SCHEDULE 2

Site Plan



SCHEDULE 3

Jersey Gas's Covenants with the Minister

Jersey Gas covenants and agrees and undertakes with the Minister as follows:

- 1 To pay the Bus Shelter Contribution and the Pedestrian Link Contribution to the Minister one month before Jersey Gas Commences the Development. Notwithstanding that the obligation to pay the Pedestrian Link Contribution is one which is undertaken to the Minister, an acknowledgement by the Parish of St Helier of the sum of £20,000 (twenty thousand pounds) and their undertaking to use such sum for the stated purpose shall be a sufficient discharge.
- 2 Not to Commence or cause or permit Commencement of the Development until the Bus Shelter Contribution and the Pedestrian Link Contribution have been paid to the Minister.
- 3 To give to the Minister not less than 7 days prior written notice of Jersey Gas' intention to Commence the Development.
- 4 Not to Commence the Development until a scheme for the provision management operation and use of the Public Car Parking Spaces has been submitted to and approved in writing by the Minister ('the Approved Scheme'), the details of such scheme to include the following:
 - (a) the location, layout, specification and phasing of construction of the Public Car Parking Spaces;
 - (b) details of the proposed ownership control and operator of the Public Car Parking Spaces;
 - (c) the mechanism to maintain the Public Car Parking Spaces in a similar condition as TTS maintains the town centre car parks and to make available the Public Car Parking Spaces to all members of the public on terms no more onerous or restrictive than the town centre car parks (including as to hours of operation and charging arrangements) and keep the same available and fully operational
- 5 To carry out the Development in accordance with the Approved Scheme for the Public Car Parking Spaces.
- 6 Not to Occupy the Development until such time as the Public Car Parking Spaces have been constructed in accordance with the Approved Scheme and available to the public to use for parking
- 7 The Public Car Parking Spaces shall be kept available for use in perpetuity
- 8 Not at any time to exclude or prevent use of the Public Car Parking Spaces by members of the public save for the requirements of essential maintenance and repair.
- 9 The revenue from the Public Car Parking Spaces shall be retained by Jersey Gas.

SCHEDULE 4**Minister's Covenants with Jersey Gas**

The Minister hereby covenants and agrees and undertakes with Jersey Gas as follows:

- 1 To procure that the Bus Shelter Contribution and the Pedestrian Link Contribution are held by the Treasurer in a bank deposit account with interest accruing thereon
- 2 To apply the Bus Shelter Contribution towards the construction of, or procuring the construction of, the Bus Shelter.
- 3 To procure that the Pedestrian Link Contribution is applied towards the construction of, or procuring the construction of, the Pedestrian Link or for such other public realm improvements within the vicinity of the site as the Minister shall in his discretion consider to be reasonably appropriate in the circumstances.
- 4 To pay to Jersey Gas such amount of any payment made by Jersey Gas to the Minister under this Agreement which has not been expended in accordance with the provisions of this Agreement within five years of the date of receipt by the Minister of such payment.
- 5 Where the agreement, approval, consent or expression of satisfaction is required by Jersey Gas 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 by the Minister and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Minister by the Director of Planning.
- 6 That upon the full discharge by Jersey Gas of an obligation under this agreement, and upon receipt of a formal request from Jersey Gas, formally to acknowledge such discharge to Jersey Gas in writing and to register in the Public Registry of Contracts evidence of such full discharge the whole without prejudice to all and any continuing obligations of Jersey Gas at that time still undischarged.

SIGNED on behalf of the PLANNING MINISTER by

In the presence of:

(PETER LE GRESLEY)

Jonathan Gledhill

witness

This 9th day of March 2015

SIGNED on behalf of JERSEY GAS COMPANY LIMITED by

STUART JAMES CROSMAN
DIRECTOR

In the presence of:

Matthew Richard Hudson

witness

This 9 day of March 2015