

# *In the Royal Court of Jersey*

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**Samedi Division**

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**In the year two thousand and eighteen, the seventeenth day of May.**

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 the Environment and The Channel Islands Co-operative Society Limited in relation to the CICS Warehouse site, La Route de Beaumont, St Peter, 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**

relating to the development of the CICS Warehouse Site, La Route de Beaumont, St. Peter, Jersey JE1 1AS

Dated

15<sup>TH</sup> MAY

2018

The Chief Officer for the Environment (1)

The Channel Islands Co-operative Society Limited (2)

DATE

15<sup>th</sup> May

2018

## PARTIES

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("**the Chief Officer**");
- (2) The Channel Islands Co-operative Society Limited ("**the Owner**") of 57 Don Street, St Helier, Jersey JE2 4TR

## RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site partly by hereditary purchase (amongst other realty) under its original name of Jersey Co-Operative Society Limited by contract dated 10 June 1950 from the tenants or interested persons of the *Commune ou Marais de Saint Pierre* (the "**Tenants**"); partly by hereditary purchase by contract dated 11 June 1965 from the Tenants; partly by hereditary contract of exchange and counter-exchange dated 6 March 1970 with the Tenants; and partly as to the remainder by hereditary contract of exchange and counter-exchange dated 17 May 2002 with the Public of this Island.
- 2 The Owner submitted an application (accorded the reference P/2017/1479) for planning permission for the Development.
- 3 Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Chief Officer is minded to approve the grant of planning permission for the Development subject to the prior completion of this Agreement.
- 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:

<b>"Agreement"</b>	this agreement including the recitals and schedules hereto;



<b>"Application"</b>	the application for planning permission in respect of the Site and described as "Demolish warehouse building, retaining part of the existing retail unit. Construct 21 No. one bed and 44 No. two bed residential units with associated landscaping and undercroft parking. Various internal and external alterations to retained retail unit. Improvement works to existing public car park. 3D Model available. AMENDED PLANS: Residential development amended to 19 No. one bed and 44 No. two bed units and given the reference P/2017/1479;
<b>"Bus Services Contribution"</b>	the sum of thirty-two thousand three hundred pounds (£32,300) to be paid by the Owner to the Treasurer of the States to be applied towards the improvement of local bus services serving the local community;
<b>"Bus Shelter Contribution"</b>	the sum of one hundred and twenty-five thousand pounds (£125,000) to be paid by the Owner to the Treasurer of the States to be applied towards the provision of two (2) bus shelters and pedestrian improvements to La Route de la Haule to the south of the Site;
<b>"Car Park Landscape Contribution"</b>	the sum of sixteen thousand four hundred pounds (£16,400) to be paid by the Owner to the Treasurer of the States to be applied towards car park landscape maintenance within the Goose Green Public Car Park only;
<b>"Chief Officer"</b>	the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States responsible for planning and building in accordance with Article 1 of the Law;
<b>"Commencement"</b>	the date on which any operation forming

	part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out, and "Commence" and "Commenced" shall be construed accordingly;
<b>"Completion"</b>	completion of the Development or any part thereof as such completion shall be evidenced by the issue by the Chief Officer of the last of the certificates to be issued in respect of the Development pursuant to bye-law 17 of the Building Bye-laws (Jersey) 2007 (and "Completed" shall be construed accordingly);
<b>"Cycle Links Contribution"</b>	the sum of eighty-seven thousand seven hundred and fifty pounds (£87,750) to be paid by the Owner to the Treasurer of the States to be applied towards the provision of improvement of cycle links from the Site and Le Perquage Car Park;
<b>"Development"</b>	the development of the Site as set out in the Planning Permit;
<b>"Dwelling Unit"</b>	a residential unit forming part of the Development to be constructed pursuant to the Planning Permit;
<b>"GST"</b>	goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
<b>"Index"</b>	the all Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey.
<b>"Interest"</b>	interest at three per cent above the base lending rate of the Barclays Bank Plc from time to time.



<b>"Island Plan 2011"</b>	the States of Jersey Island Plan, 2011 (as amended from time to time);
<b>"Law"</b>	the Planning and Building (Jersey) Law 2002;
<b>"Management Company"</b>	the management company responsible for the management and administration of the common areas and facilities at the Development;
<b>"Occupation", "Occupy" and "Occupied"</b>	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;
<b>"Planning Permit"</b>	the planning permission for the Development granted by the Chief Officer pursuant to the Application, a copy of which is attached at the Second Schedule and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time;
<b>"Royal Court"</b>	the Royal Court of the Island of Jersey;
<b>"Site"</b>	the CICS Warehouse Site, La Route de Beaumont, St. Peter, Jersey JE1 1AS, as shown for the purpose of identification edged in red on the plan forming the First Schedule;
<b>"Travel Plan"</b>	the travel plan as contained within the approved document 'Travel Plan (First Issue)' prepared by Dandara Jersey Limited which having assessed and taken into account all relevant legal

	considerations sets out objectives and targets for modal split of the use of transport and actions to reduce travel to and from the Development by private motor car with a range of measures and initiatives as are or may be reasonably appropriate in the circumstances for encouraging walking, cycling, using public transport or car sharing;
<b>“Travel Plan Coordinator”</b>	means the Owner or a party appointed by the Owner who shall be from not later than the time that fifty per cent (50%) of the Dwelling Units are first Occupied the Management Company and charged with the responsibilities set out in the Travel Plan for identifying and coordinating the implementation of measures in the Travel Plan designed to reduce travel to and from the Development by private motor car

## 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 CONDITIONALITY**

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

### **5 OWNER COVENANTS**

The Owner covenants and agrees with the Chief Officer as set out in the Third Schedule so that this Agreement shall be enforceable without limit of time against the Owner and any person claiming or deriving title through or under the Owner to the Site or any part or parts thereof.

### **6 CHIEF OFFICER COVENANTS**

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

### **7. PUBLIC REGISTRY OF CONTRACTS**

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

### **8 MISCELLANEOUS**

- 8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the 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 of Planning at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.
- 8.2 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.
- 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 entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 8.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Chief Officer and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Chief Officer by any of the obligations or covenants by the Owner in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 8.8 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 8.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.
- 8.10 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 8.11 All communications and notices served or made under this Agreement shall be in writing.

## **9 WAIVER**

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

## **10 CHANGE IN OWNERSHIP**

The Owner agrees with the Chief Officer to give the Chief Officer written notice (as soon as reasonably practical following such change) of any change in ownership of its interest in the Site occurring before all the obligations under this Agreement have been discharged but this obligation shall not extend to the disposal of any individual Dwelling Units to a purchaser for his own, his family or his tenant's Occupation.

## **11 INDEXATION**

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from (a) the date on which the Planning Permit becomes capable of implementation following the elapse of the statutory



period for the making of a third party appeal without any such appeal having been made or, if applicable, the final determination of any third party appeal until (b) the date on which 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 working days to the arbitration of an independent arbitrator under the provisions of the Arbitration (Jersey) Law 1998 such arbitrator to be named by the agreement of the parties to the dispute or in default of agreement by the President for the time being of the Royal Institution of Arbitrators upon the application of any party to the dispute.

## **14 GOODS AND SERVICES TAX**

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

14.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that GST had not previously been charged in respect of that supply the person making the supply shall have the right to issue a GST invoice to the person to whom the supply was made and the GST shall be paid accordingly.

## **15 JURISDICTION**

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



FIRST SCHEDULE

**The Site**



Axis Mason Digimap Licence No J74

AXIS MASON  
 Physical dimensions will vary in relation to the size of the drawing. All dimensions are to the outside of the building unless otherwise stated. The drawing must be read in conjunction with the relevant specifications and specifications. All dimensions are to the outside of the building unless otherwise stated. The drawing must be read in conjunction with the relevant specifications and specifications. All dimensions are to the outside of the building unless otherwise stated.

Rev	Description	Des	Chd	Date
01	PLANNING	MM	860	22/05/17

Client	GANDARA JERSEY LTD.
Project	CDS WAREHOUSE SITE BEAUMONT ST PETER
Drawing Title	SITE LOCATION PLAN

<b>AXIS MASON</b>		4 Gosport Road, 7 Riverside Street, Launceston, Devon PL15 9JG	
LONDON GLASGOW JERSEY DUBLIN BARRIS		Scale @ A1:	1:2500
Project Co-ordinator:		MM	Issue Date:
Job No:		2696	Revision:
Drawing No:		000	P1



SECOND SCHEDULE

**The Planning Permit**

Planning Application Number P/2017/1479

# Draft Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

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

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

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

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

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

Demolish warehouse building, retaining part of the existing retail unit. Construct 21 No. one bed and 44 No. two bed residential units with associated landscaping and undercroft parking. Various internal and external alterations to retained retail unit. Improvement works to existing public car park. 3D Model available. AMENDED PLANS: Residential development amended to 19 No. one bed and 44 No. two bed units.

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

CICS Warehouse Site, La Route de Beaumont, St. Peter, JE1 1AS.

**REASON FOR APPROVAL:** Permission has been granted having taken into account the relevant policies of the approved Island Plan, together with other relevant policies and all other material considerations, including the consultations and representations received.

It is considered that the redevelopment of the site together with the various other works proposed will achieve a high quality residential development in a highly sustainable location, together with a range of other improvements, which will enhance the area, without any unreasonable impact upon the amenities of adjacent properties or the character of the area. It is therefore considered that taken as whole the development is in accordance with the relevant policies of the Adopted Island Plan 2011 (Revised 2014). As regards access and traffic generation it is noted that the scheme includes a range of improvements to the existing layout, the removal of a commercial use and that residents will enjoy a range of modes of transport in close proximity. The development is supported by DFI and will include a range of off site works.

APPROVED



This permission is granted subject to a Planning Obligation Agreement and compliance with the following conditions and approved plans:

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

**Additional Conditions:**

1. Waste management shall be implemented in full accordance with the approved Waste Management Strategy. Any variations shall be agreed to in writing by the Department of the Environment prior to the commencement of such work.
2. Prior to commencement of the development hereby approved, details of the additional sound insulation, to accord with the recommendations of the submitted Noise Impact Assessment, shall be submitted to and approved in writing by the Department of the Environment. The approved mitigation measures shall thereafter be implemented in full, retained and maintained as such.
3. No part of the development hereby approved shall be occupied until the levels of potential contaminants in the ground have been investigated, any risks to human health or the wider environment assessed and mitigation measures proposed in a remediation strategy to be submitted to and approved in writing by the Department of the Environment. The approved remediation strategy shall be implemented in full, in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated Land, as amended. Any changes to the strategy require the express written consent of the Department of the Environment prior to the work being carried out.
4. No part of the development hereby approved shall be occupied until the vehicular manoeuvring area and respective car parking spaces have been laid out, surfaced and drained as indicated on the approved plans. The 65 car parking spaces for the use of residents of the flats hereby approved shall thereafter be retained solely for the use of occupants of the residential units hereby approved and shall not be sub-let for any other purpose.
5. No part of the development hereby approved shall be occupied until the cycle parking facilities as indicated on the approved plan plus a cycle stand for at least 2 bicycles outside the existing Co-Op supermarket, their position to be agreed in advance by the Department of the Environment, have been constructed in accordance with the approved plans. The facilities for residents shall thereafter be retained solely for the use of occupants of the development

APPROVED



and retained as such.

6. 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 as such.

7. Prior to their first use on site, drawings shall be submitted to and approved in writing by the Department of the Environment, confirming all external materials including hard surfacing, kerbing and all means of enclosure. The development must then be completed in accordance with these details.

8. Prior to commencement of the development hereby approved, further details in regard of the Ecological Assessment Report highlighted in the Natural Environment's consultation response dated 2 February 2018 must be submitted to and approved in writing by the Department of the Environment. All mitigation measures shall be carried out in full and in accordance with the recommendations of the Ecological Assessment and the additional details required herein.

9. Prior to the first occupation of any of the residential units hereby approved details of the provisions for maintenance of the culvert identified in the Applicant's letter of 2 March 2018 must be submitted to and agreed in writing by the Department of the Environment, and those works completed on site.

10. Prior to commencement of the development hereby approved, a programme of recording and analysis of the protected structures to be lost shall be submitted to and approved by the Department of the Environment. The recording and analysis shall be carried out by a suitably qualified person as agreed by the Department. That work shall be carried out in full accordance with the programme.

11. No new construction works shall commence until details of the proposed chimney feature on the Listed Building, including its height, have been agreed by the Department of the Environment. Any subsequent works must be undertaken in accordance with these agreed details prior to the first occupation of any of the units hereby approved.

APPROVED



**Reasons:**

1. To protect the amenities of the occupiers of neighbouring properties and the visual amenities of the surrounding area, in accordance with Policies GD1 and WM1 of the Adopted Island Plan 2011 (Revised 2014).
2. To protect the amenities of occupiers in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
3. 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).
4. To ensure that the development provides adequate provision for off-street parking and manoeuvring for users of the site, in the interests of highway safety and the general amenities of the area, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
5. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).
6. To safeguard the character and appearance of the area in accordance with Policies GD1 and GD7 of the Adopted Island Plan 2011 (Revised 2014).
7. 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).
8. To ensure the protection of all protected species in accordance with Policies NE1 and NE2 of the Adopted Island Plan 2011 (Revised 2014).
9. To ensure adequate provision is made within the site for maintenance so as to satisfy the requirements of policies GD1 and LWM3 of the Adopted Island Plan 2011 (Revised 2014).
10. To ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building in accordance with Policies SP4 and HE1 of the Adopted Island Plan 2011 (Revised 2014).
11. To ensure that the works are sympathetic to the character and interest of the Listed Building in accordance with policy HE1 of the Adopted Island Plan 2011 (Revised 2014).

**FOR YOUR INFORMATION**

- 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.

APPROVED



- Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance on The Control of Dust and Emissions from Construction and Demolition, which can be found online at:  
[http://www.london.gov.uk/thelondonplan/guides/bpg/bpg\\_04.jsp](http://www.london.gov.uk/thelondonplan/guides/bpg/bpg_04.jsp)
- Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance contained in the document 'Guidelines on Noise Control for Construction Sites' which is available online at  
<http://www.gov.je/Industry/Construction/Pages/ConstructionSite.aspx> and 'British Standard BS5228:2009 Code of Practice for Noise and Vibration Control on Construction and Open Sites'.
- Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should be aware that if noise complaints are received in the future, the matter may be investigated and considered under the Statutory Nuisances (Jersey) Law 1999, and noise mitigation measures may then be required. These measures may themselves require planning permission.

The approved plans can be viewed on the Planning Register at [www.gov.je/planning](http://www.gov.je/planning). The following plans have been approved:

Location Plan

Travel Plan (First Issue)

Percentage for Art Statement

Noise Impact Assessment

Ecological Assessment

Site Waste Management Plan (First Issue)

Proposed Ground Floor Site Plan 100 P9

Proposed First Floor Site Plan (Podium) 101 P10

Proposed Ground Floor Plan 102 P9

Proposed First Floor Plan (Podium) 103 P9

Proposed Second Floor Plan 104 P8

Proposed Third Floor Plan 105 P9

Proposed Fourth Floor Plan 106 P9

Proposed Roof Plan 107 P8

Proposed Entrance Area Detail Site Plan-Improvement to Site Access 109 P4

Typical Unit Layouts 110 P4

Retained Building Restoration Sheet 1- Proposed Plans & Elevations 200 P2

Retained Building Restoration Sheet 2- Proposed Plans & Elevations 201 P3

Proposed Elevations South & West (1&2) 302 P8

Proposed Elevations North & East (3&4) 303 P8

Proposed Elevations East & West (5&6) 304 P5

Proposed Elevations West and East (7&8) 305 P5

Proposed Landscape Plan 902 P8

Existing and Proposed Landscape Plan 903 P2

Proposed Facade Details Sheet 1-Bay 1,2 and 3 400 P3

Proposed Facade Details Sheet 2 - Bay 4 and 5 401 P4

Proposed Facade Details Sheet 3 - Bay 6 402 P5

Proposed CO-OP Locale Store Plans and Elevations 601 P3

APPROVED



# Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2017/1479

DECISION DATE: To be finalised

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.

APPROVED

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

The Owner covenants, agrees and undertakes:

**COMMENCEMENT**

- 1 Not to Commence the Development until the Owner has given to the Chief Officer seven (7) days' notice in writing of its intention so to do.

**CONTRIBUTIONS**

- 2 To pay each of the Bus Services Contribution, the Bus Shelter Contribution, the Car Park Landscape Contribution and the Cycle Links Contribution to the Treasurer of the States prior no later than twelve (12) months following the Commencement of the Development.
- 3 Not to Occupy any Dwelling Unit forming part of the Development until such time as each of the Bus Services Contribution, the Bus Shelter Contribution, the Car Park Landscape Contribution and the Cycle Links Contribution has been paid to the Treasurer of the States.

**TRAVEL PLAN**

- 4 To appoint a Travel Plan Coordinator prior to more than 50% of the Dwelling Units being Occupied which post shall be maintained following Completion of the whole of the Development for a minimum period of ten (10) years. The Travel Plan Co-ordinator will have the duties and responsibilities set out in the Travel Plan.
- 5 To comply and procure compliance with the provisions of the Travel Plan until the date upon which more than fifty per cent (50%) of the Dwelling Units are Occupied at which time such responsibility shall be assumed by the Management Company.

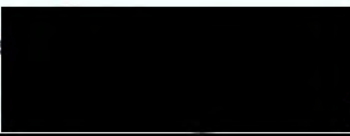


## FOURTH SCHEDULE

**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 four years of the date of receipt by the Treasurer of the States of such payment.

Signed on behalf of  
by .....



(PETER LE GREY)

in the presence of



(ANDY TOWNSEND)

this 15<sup>th</sup> day of May 2018

Signed on behalf of The Channel Islands Co-operative Society Limited  
by .....



in the presence of

this 10<sup>th</sup> day of May 2018