


In the Royal Court of Jersey

Samedi Division

In the year two thousand and sixteen, the twelfth day of October.

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 Ettom Trading Limited in relation to Les Arches Farm, La Rue du Hocq, St Clement, 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**

This Planning Obligation Agreement relates to the development of Les Arches Farm, La
Rue du Hocq, St Clement JE2 6LF

Dated :

11th October

2016

The Chief Officer for the Environment (1)
Ettom Trading Limited (2)

DATE

2016

PARTIES

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Chief Officer")
- (2) Ettom Trading Limited (a company incorporated in Jersey on August 3 1995 with registration number 62684 in the name of Ettom Property Holdings Limited which name was changed on September 10 1998) of 26 New Street St Helier Jersey JE2 3RA (the Owner")

RECITALS

- 1 The Owner warrants and confirms that it is the owner in perpetuity (à fin d'héritage) of the Site.
- 2 With the agreement of the Owner, the Application has been submitted by Grange Developments (2008) Limited.
- 3 Pursuant to Article 9(5)(b) of the Law the Chief Officer referred the Application to the Planning Applications Committee for determination by that committee.
- 4 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 on the basis 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.
- 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:

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| "Agreement" | | this agreement including the recitals and schedules hereto; |
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| "Application" | | the application for planning permission submitted to the Chief Officer for the Development and allocated reference number P/2015/1925; |
| | | |
| "Bus Shelter Contribution" | | a financial contribution of seven thousand five hundred pounds (£7,500) sterling towards the provision by the Minister for Infrastructure of a bus shelter proximate to the Site; |
| | | |
| "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; |
| "Commencement" | | 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; |
| | | |
| "Cycleway Contribution" | | the sum of forty-five thousand pounds (£45,000) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure for the purposes of the Eastern Cycle Network only; |
| | | |
| "Development" | | the development of the Site to "Demolish existing buildings and construct 11 No. one bedroom, 13 No. two bedroom, 8 No. three bedroom and 12 No. four bedroom dwellings with associated ancillary buildings and landscaping. Extend and convert existing garage and store into 1 No. one bedroom dwelling. Alter vehicular access onto La Rue du Hocq". as described by the Application; |
| | | |
| "Dwelling Unit" | | a residential unit forming part of the Development to be constructed pursuant to the Planning Permit; |
| | | |
| "Eastern Cycle Network" | | the cycle network area referred to in Policy TT3 of the Island Plan 2011; |
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| "GST" | | goods and services tax under the Goods and Services Tax (Jersey) Law 2007; |
| | | |
| "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; |
| | | |
| "Island Plan 2011" | | The States of Jersey Island Plan, 2011 (as amended from time to time); |
| | | |
| "Law" | | the Planning and Building (Jersey) Law 2002; |
| | | |
| "Minister for Infrastructure" | | the Minister for Infrastructure, including his or her successor and any person or body to whom the functions of the Minister for Infrastructure may be transferred hereafter or lawfully delegated from time to time; |
| | | |
| "Occupation" "Occupy" and "Occupied" | | means occupation for the purposes of the use permitted by the Planning Permit but not including occupation by personnel engaged in demolition, site clearance, construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations; |
| | | |
| "Pedestrian Footway Works" | | all works necessary to create a pedestrian footway on La Rue du Hocq as shown for the purposes of identification on drawing 55136/101 annexed hereto as detailed in the Planning Permit or as otherwise agreed between the Owner and the relevant States and Parochial Authorities; |
| | | |
| "Pedestrian Footway Works Specification" | | a specification for the carrying out of the Pedestrian Footway Works as agreed between the Owner and the relevant States and Parochial Authorities; |

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| "Plan" | | the plan attached at the Second Schedule; |
| | | |
| "Planning Permit" | | the planning permission for the Development as applied for and described in the Application (P/2015/1925) a copy of which permit is attached in the Third Schedule; |
| | | |
| "Public" | | the Public of the Island of Jersey; |
| | | |
| "Royal Court" | | the Royal Court of the Island of Jersey; |
| | | |
| "Site" | | Les Arches Farm, La Rue du Hocq, St Clement shown for the purpose of identification by a thick black edging and hatched black on the Plan upon which the Development is to be carried out; |
| | | |

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 person 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 Owners 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 OWNERS 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 THE CHIEF OFFICER'S COVENANTS

The Council covenants with the Owner as set out in the Fifth 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 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 Owners 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 any of his interest in the Site occurring before all the obligations under this Agreement have been discharged.

11 INDEXATION

Any sum referred to in the Second 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 paid.

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 consideration 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

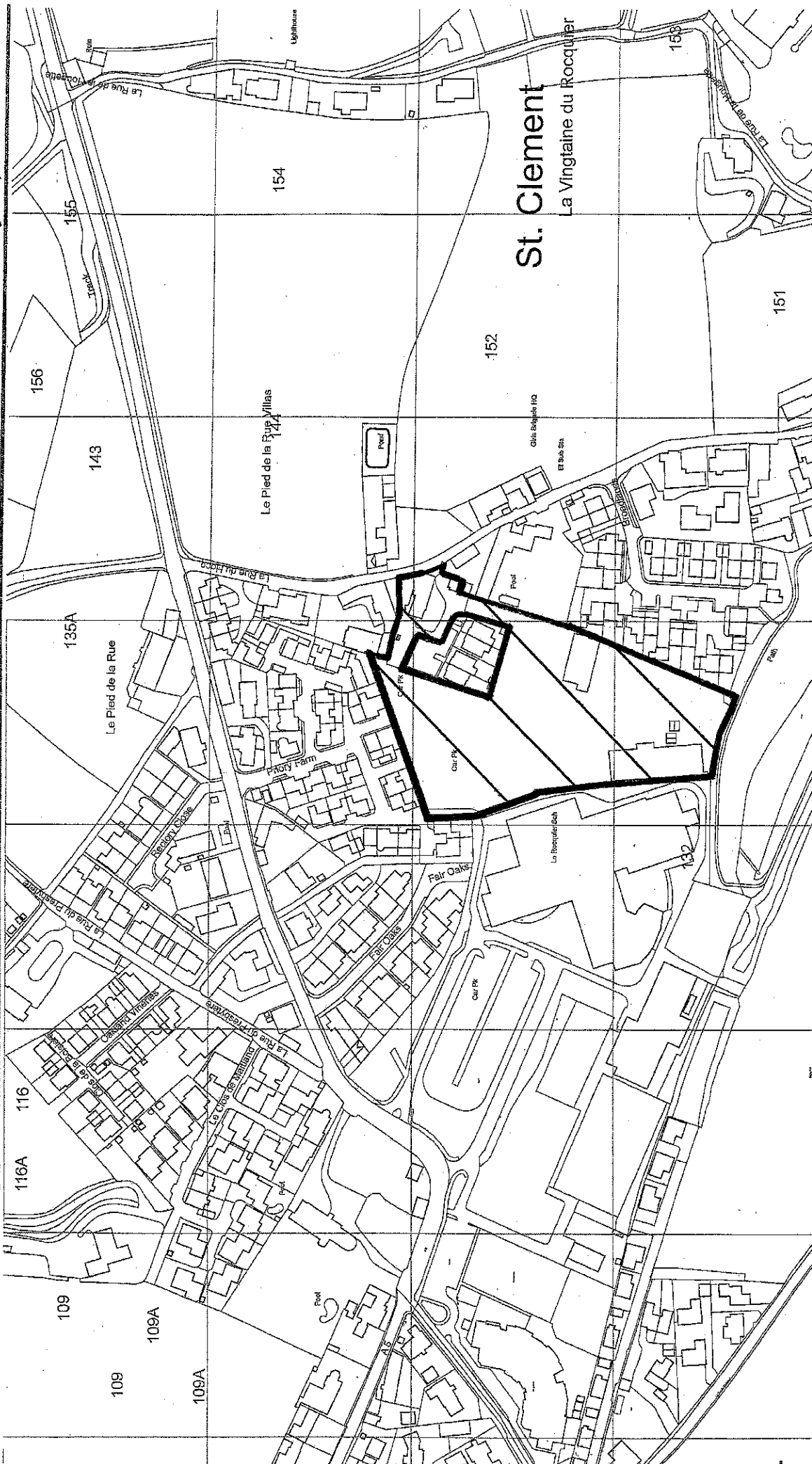
Details of the Owner's Title

Realty to which the Owner has of right by hereditary contract of purchase from Soubriquet Limited dated 11 August July 1998

SECOND SCHEDULE

The Plan

Les Arches, La Rue Du Hocq, St Clement



R.B.E.C. / CROWN COPYRIGHT RESERVED
LICENCE No. J39

| | | | | | | | |
|---|-----------------------------------|--|---------------|----------------|------------------|------------|--------|
| GODELARCHIECTS La Chiesa Studio · la Rue de la Vallée · St Mary · Jersey · JF3 3DL Tel: 01534 486050 · Fax 01534 486051 · mail@godelarchitects.com | Client | Job Title | Drawing | Drawn | Date | Checked by | Scale |
| | Grange Developments (2008) Ltd | Les Arches, La Rue Du Hocq, St Clement | Location Plan | REG | Nov 2015 | FDL | 1:2500 |
| | | | | Job No. 975 | Dwg. No. 1P01 | Rev. | File |

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



Date:

Mr B Godel
Godel Architects
La Chasse Studio
La Rue De La Vallee
St Mary
JE3 3DL

Planning Application Number P/2015/1925

Dear Sir/Madam

| | |
|-----------------------------|---|
| Application Address: | Les Arches Farm, La Rue du Hocq, St. Clement, JE2 6LF |
| Description of Work: | Demolish existing buildings and construct 11 No. one bedroom, 13 No. two bedroom, 8 No. three bedroom and 12 No. four bedroom dwellings with associated ancillary buildings and landscaping. Extend and convert existing garage and store into 1 No. one bedroom dwelling. Alter vehicular access onto La Rue du Hocq. 3D MODEL AVAILABLE. AMENDED PLANS: Redesign and reduce scale of proposed Units 8 & 9. Reposition proposed Units 44 & 45. |

Please find enclosed the decision notice for the above application.

The approved plans and any conditions attached to the decision are important and should be complied with. If there is any variation from the approved plans or the conditions please notify us immediately.

Failure to comply with the approved plans or conditions may result in enforcement action.

If you are unhappy with a condition attached to this permission, you may request a review or make an appeal. How to do this is set out in Supplementary Planning Guidance Practice Note No. 3 available online at www.gov.je.

Yours faithfully

Lawrence Davies
Planner, Development Control
Planning Services, South Hill, St. Helier, Jersey, JE2 4US
direct dial: +44 (0) 1534 448472
fax: +44 (0) 1534 445528
email: l.davies@gov.je

Planning Application Number P/2015/1925

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 buildings and construct 11 No. one bedroom, 13 No. two bedroom, 8 No. three bedroom and 12 No. four bedroom dwellings with associated ancillary buildings and landscaping. Extend and convert existing garage and store into 1 No. one bedroom dwelling. Alter vehicular access onto La Rue du Hocq. 3D MODEL AVAILABLE. AMENDED PLANS: Redesign and reduce scale of proposed Units 8 & 9. Reposition proposed Units 44 & 45.

To be carried out at:

Les Arches Farm, La Rue du Hocq, St Clement, JE2 6LF

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 submitted plans and other documents, as well as the consultations and representations received. The Planning Applications Committee, which determined the application, also undertook a site visit.

The approved scheme is for the residential redevelopment of the site, providing a total of 45 new dwelling units across the site (comprising 25 houses, and 20 apartments).

The new units will all comply with the department's published residential standards, with regard to internal space standards, and outside amenity areas. An appropriate level of car parking provision has also been made.

APPROVED

The overall density of the approved development is also considered to be appropriate for the location.

This is a brown-field, commercial site, sustainably located within the Built Up Area, where under the provisions of the Island Plan (in particular Policy H 6), new residential development is to be encouraged. There is also a requirement to ensure that sites are developed to their 'highest reasonable density'...commensurate with good design...and without unreasonable impact on adjoining properties' (Policy GD 3).

It is acknowledged that this application has led to a significant volume of objection from nearby residents. The main focus of concern is on the overall level of development proposed across the site, and in particular the consequent level of traffic that this would ultimately generate. To this end, it is acknowledged that the level of traffic would likely increase compared to the existing situation.

Vehicle access to the site is to remain in its current location (albeit widened) on Rue du Hocq. This is a parish road which is narrow in places, and it is acknowledged that the Parish Roads Committee (the highway authority) has expressed 'extreme concern' about the increase in traffic using this road; however, the applicants' traffic consultants have stated that the increase in anticipated vehicle numbers will be 'within the capacity of the road', a view which is shared by highway engineers at the Department for Infrastructure.

By way of mitigation, the applicants are to undertake a series of off-site highway improvements - including the installation of a 'virtual footpath' within Rue du Hocq, and visibility improvements to the junction with Grande Route de St Clement. In addition, financial contributions are also to be required towards the Eastern Cycle Route, and also for the provision of a new bus shelter.

With regard to neighbour impact, the policy test is to ensure that the development should not 'unreasonably harm' (Policy GD 1) the amenities of existing neighbouring residents. At present, this is largely open and undeveloped site surrounded by other buildings. It is inevitable that new development will have some impact on established neighbouring uses.

The Committee has carefully considered the objections which have been made; however, having regard to the zoning of the site, and within the context of the relationships between existing properties and the overall level and grain of development within the area, the committee is satisfied that the proposed development will not so unreasonably harm neighbouring amenities to the point where permission should be denied.

Overall, the Committee is satisfied that the application complies with all relevant Island Plan policies, including especially Policies SP 1 (Spatial Strategy), GD 1 (General Development Considerations), GD 3 (Density of Development), GD 7 (Design Quality), and H 6 (Housing Development within the Built-Up Area) of the 2011 Island Plan.

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.

APPROVED

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. 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.
2. 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.
3. 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.
4. Prior to the commencement of development, a Demolition / Construction Environmental Management Plan (D/CEMP) shall be submitted to, and agreed in writing by, the Department of the Environment. The D/CEMP shall thereafter be 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 include an implementation programme of mitigation measures to minimise any adverse effects of the proposal, and shall include, but is not limited to;

APPROVED

- a) a demonstration of best practice in relation to noise and vibration control; and control of dust and emissions (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) specified hours of working (to include that work which would result 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, and no noisy work on Bank or Public Holidays);
 - d) details of any proposed crushing / sorting of waste material on site;
 - e) details of the proposed management of traffic and pedestrians (to include for vehicle wheel washing); and
 - f) measures taken to detect and manage any asbestos.
5. Notwithstanding the indications on the approved plans, prior to the commencement of any development on site, full details (including samples) of all external materials to be used to construct the development shall be submitted to and approved in writing by the Department of the Environment to be thereafter implemented prior to first occupation and maintained for the lifetime of the development.
6. Notwithstanding the details indicated within the approved plans, the development hereby permitted shall not be commenced until there has been submitted to, and approved in writing by, the Department of the Environment, a landscaping scheme which shall provide details of the following;
- a) all existing trees, hedgerows and other plants, walls, fences and other features which it is proposed to retain on the site and on adjoining land within the same ownership;
 - b) 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;
 - c) other landscape treatments to be carried out or features to be created, for example, any excavation works, surfacing treatments, or means of enclosure;
 - d) the measures to be taken to protect existing trees and shrubs; and,
 - e) the arrangements to be made for the maintenance of the landscaped areas.
7. All planting and other operations comprised in the landscaping scheme hereby approved shall be completed prior to first occupation of any element of the development.

APPROVED

8. Any trees or plants planted in accordance with the approved landscaping 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 with others of similar size and species, unless the Department of the Environment gives written consent to a variation of the scheme.
9. A Percentage for Art contribution shall be delivered on site as part of the development to the value of 0.75% of the costs of construction. Precise details relating to the exact form which the contribution will take, must be submitted to, and approved in writing by, the Department of the Environment, prior to the commencement of the development hereby approved. Thereafter, the approved work of art must be installed prior to the first use / occupation of any part of the development hereby approved.
10. Prior to first occupation of the development, 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 900mm shall be erected within them.

Reason(s):

1. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD 1 and GD 6 of the Adopted Island Plan 2011 (Revised 2014).
2. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD 1 and GD 6 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 the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD 1, GD 6 and WM 1 of the Adopted Island Plan 2011 (Revised 2014).
5. To ensure a high quality of design and in accordance with Policies SP 7 and GD 7 of the Jersey Island Plan 2011 (revised 2014).
6. To ensure that before development proceeds provision is made for a landscaping regime that will enhance the appearance of the development and help to assimilate it into the landscape, in accordance with Policies GD 1 and NE 4 of the Jersey Island Plan 2011 (revised 2014).
7. To ensure the benefits of the landscape scheme are not delayed, in the interests of the amenities of the area and to ensure a high quality of design in accordance with Policies SP 7 and GD 7 of the Jersey Island Plan 2011 (revised 2014).
8. To mitigate against the potential failure of trees and plants, and the extent to which that failure might threaten the success of the landscaping

APPROVED

scheme, in accordance with Policies GD 1 & NE 4 of the Jersey Island Plan 2011 (revised 2014).

9. In accordance with the provisions of Policy GD 8 of the Jersey Island Plan 2011 (revised 2014).
10. In the interests of highway safety, in accordance with Policy GD 1 of the Adopted Island Plan 2011 (Revised 2014).

FOR YOUR INFORMATION

1. 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.
2. Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the 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>
3. 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
4. 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'.
5. Given comments received during the assessment of the application, the applicants are advised of the necessity to agree the final design of the foul and surface water drainage systems, with officers of the Department for Infrastructure (Operational Services), prior to the carrying out of any work on site in this regard.

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 |
| P001 | Existing Site Survey |
| P002 | Existing Site Plan |

APPROVED

- P003 A Proposed Site Plan
P004 Proposed Floor Plans, Elevations and Section – Units 1-4
P005 Proposed Floor Plans, Elevations and Section – Unit 5
P006 Proposed Floor Plans, Elevations and Section – Unit 6
P007 Proposed Floor Plans, Elevations and Section – Unit 7
P008 A Proposed Floor Plans, Elevations and Section – Units 8 & 9
P009 Proposed Floor Plans, Elevations and Section – Units 10 & 11
P010 Proposed Floor Plans, Elevations and Section – Units 12 & 13
P011 Proposed Floor Plans, Elevations and Section – Units 14 & 15
P012 Proposed Floor Plans, Elevations and Section – Units 16 & 17
P013 Proposed Ground Floor Plan – Units 18-32
P014 Proposed First & Second Floor Plans – Units 18-32
P015 Proposed Elevations – Units 18-32
P016 Proposed Sections and 3D Views – Units 18-32
P017 Proposed Floor Plans – Units 33-36
P018 Proposed Elevations and Sections – Units 33-36
P019 A Proposed Floor Plans and Elevations – Units 37 & 38
P020 Proposed Floor Plans, Elevations and Sections – Units 39-43
P021 Proposed Floor Plans and Elevations – Units 44 & 45
P022 Proposed Roof Plan
P023 3D View – Units 1-4
P024 3D View – Units 6, 44 & 45
P025 3D View – Central Square
P026 3D View – Central Square
P027 3D View – Units 40-42
P028 3D View – North Garden
P029 3D View – South Garden
P030 Aerial View
P031 Existing Floor Plans – Gatehouse
Design Statement
Crime Impact Statement
Construction Management Plan
Interim Phase 2 Intrusive Site Investigation
Landscape Statement
Traffic Impact Assessment
Waste Management Plan

DECISION DATE: xx/xx/xxxx

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

FOURTH 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 have given to the Chief Officer fourteen days (14) days' notice in writing of intention so to do.

BUS SHELTER CONTRIBUTION

- 2 To pay to the Treasurer of the States the Bus Shelter Contribution prior to the first Dwelling Unit in the Development being Occupied.
- 3 Not to Occupy or permit to be Occupied any Dwelling Unit until the Bus Shelter Contribution has been paid to the Treasurer of the States.

EASTERN CYCLEWAY

- 4 To pay the Cycleway Contribution to the Treasurer of the States prior to the first Dwelling Unit in the Development being Occupied.
- 5 Not to Occupy or permit to be Occupied any Dwelling Unit until such time as the Cycleway Contribution has been paid to the Treasurer of the States.

FOOTWAY

- 6 To complete the Pedestrian Footway Works in accordance with the Pedestrian Footway Works Specification to the reasonable satisfaction of the Chief Officer (in consultation with the Minister for Infrastructure) prior to the any Dwelling Unit in the Development being Occupied.
- 7 That the Owner will at its own expense undertake the Pedestrian Footway Works in accordance with the Pedestrian Footway Works Specification and the requirements of the relevant highway authority.
- 8 That on completion of the Pedestrian Footway Works the Owner shall provide to or procure via its architect for the Chief Officer three sets of as built plans (in such media format as the Chief Officer requires) and other information reasonably required by the Chief Officer plus a further copy for the Minister for Infrastructure (for land survey and tying into the island co-ordinate system).

FIFTH SCHEDULE**Chief Officer's Covenants with the Owner**

- 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.

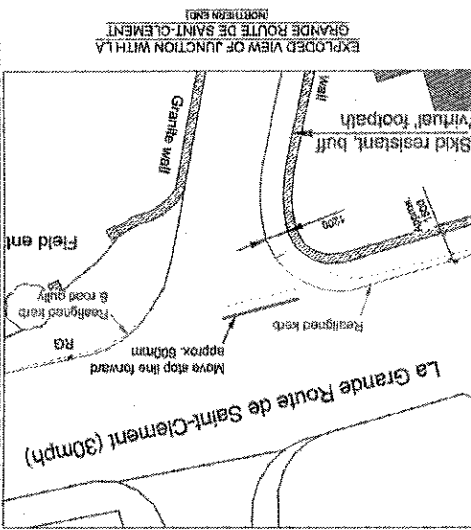
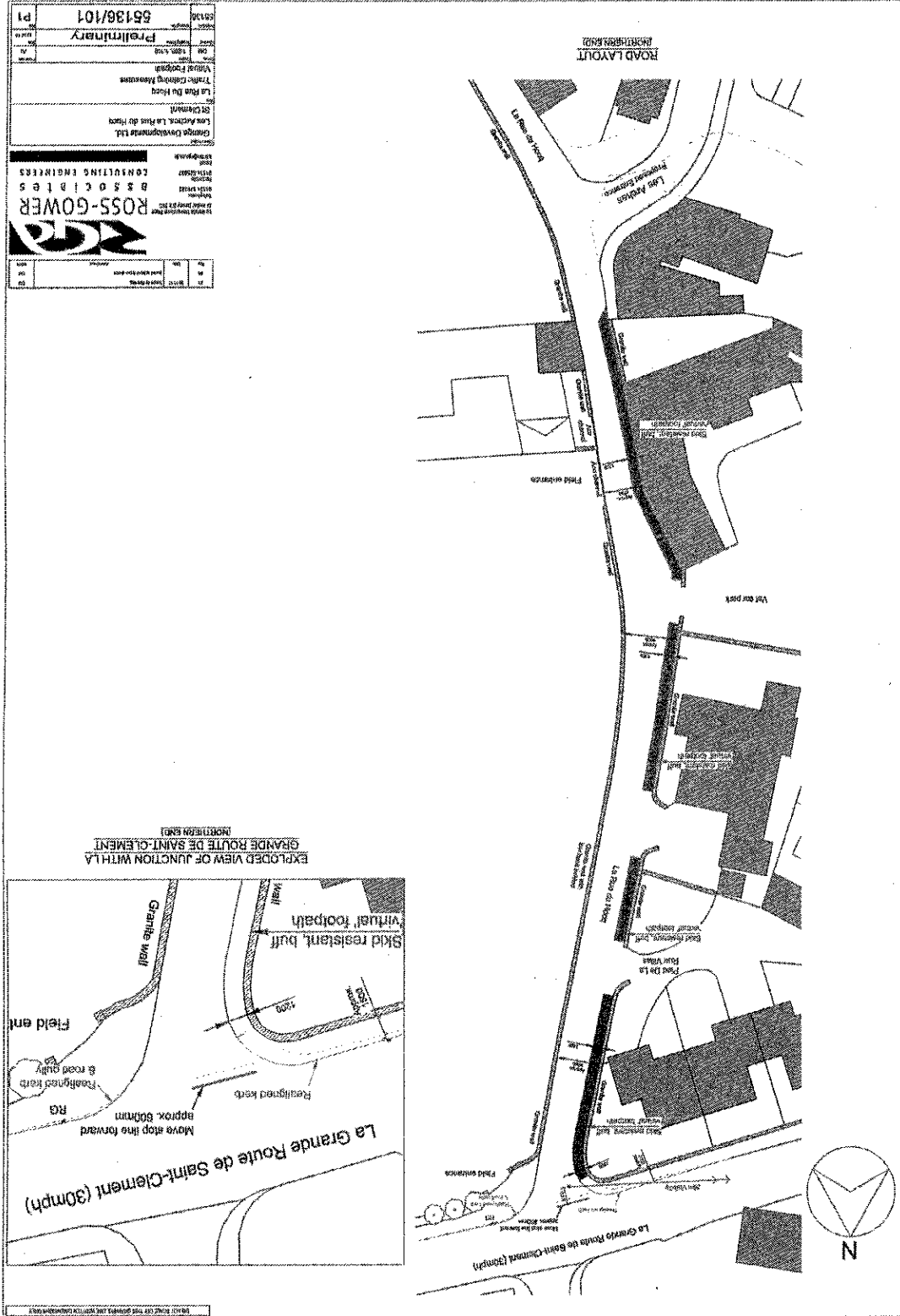
Les Arches, La Rue Du Hocq, St Clement

B ROAD IMPROVEMENTS

| | | | | | | | | | |
|---|----|----|----|----|----|----|----|----|----|
| 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| <p>ROSS-GOWER ASSOCIATES CONSULTING ENGINEERS</p> <p>ROSS-GOWER ASSOCIATES CONSULTING ENGINEERS</p> <p>100, The Arcade, St Clement, Jersey</p> <p>Tel: 00354 660050 Fax: 00354 486061</p> <p>www.ross-gower.com</p> | | | | | | | | | |
| <p>Orange Development Ltd Les Arches, La Rue du Hocq, St Clement</p> <p>Trans: Cahiers Resumes Vieux-Fort Date: 1.09.13 Scale: 1:1000 Project: Preliminary</p> <p>55136/101</p> | | | | | | | | | |

The drawing on this page illustrates preliminary proposals, prepared by Ross Gower Associates, which have been discussed with ITS and with the Parish of St Clement.

The scheme will need further detailed work, but has been agreed in principle as being of significant benefit to road safety.



APPENDIX B

GODELARCHITECTS

Signed on behalf of the Chief Officer

by [redacted] (PETER LE GRESLEY)

in the presence of [redacted] (LAWRENCE DAVIES)

this 11th day of October 2016

[redacted]ading Limited
[redacted] attorney of Etton Trading Limited

In the presence of [redacted]

Name and Position DENISE LEBACLE, Administrator / legal secretary

This 3rd day of October 2016

Bedell Cristin