

In the Royal Court of Jersey

Samedi Division

In the year two thousand and eighteen, the sixth day of December.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Minister for the Environment, Clematis Limited, Alfred Samuel John De Gruchy and Lloyds Bank International Limited in relation to the development of The Coast Road Stores, 1-4 Pres de la Mer, 1&2 Sur la Cote, Ceol-Na-Mara, 1-3 Prospect Place & 1-2 Mon Caprice, La Greve d'Azette, St Clement JE2 6PX, 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 Coast Road Stores, 1-4 Pres de la Mer, 1&2 Sur la Cote, Ceol-Na-Mara, 1-3 Prospect Place & 1-2 Mon Caprice, La Greve d'Azette, St. Clement JE2 6PX

Dated

6th December

2018

The Minister for the Environment (1)

Clematis Limited (2)

Alfred Samuel John de Gruchy (3)

Lloyds Bank International Limited (4)

DATE

2018

PARTIES

- (1) The Minister for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("**the Minister**");
- (2) Clematis Limited ("**the First Owner**") of 60-62 Halkett Place St Helier Jersey JE2 4WG
- (3) Alfred Samuel John de Gruchy ("**the Second Owner**") of Le Cotil d'Argile Mont de la Rocque St Brelade Jersey JE3 8BQ
- (4) Lloyds Bank International Limited ("**the Lender**") of PO Box 160 25 New Street St Helier Jersey JE4 8RG

RECITALS

- 1 The First Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of part of the Site in accordance with the title details set out in the First Schedule and the Second Owner warrants that he is the owner in perpetuity (*à fin d'héritage*) of the remainder of the Site in accordance with the title details set out in the First Schedule.
- 2 The Lender has an interest in the Site by virtue of a judicial hypothec (*hypothèque judiciaire*) registered in the Public Registry of Jersey on 27 May 2011 under the Lender's former name of Lloyds TSB Offshore Limited.
- 3 By Special Resolution the Lender changed its name from Lloyds TSB Offshore Limited to Lloyds Bank International Limited which said change of name was entered on the Register of Companies on 23rd September, 2013 and registered in the Public Registry on 24th September, 2013.
- 4 The First Owner submitted an application (accorded the reference PP/2018/0112) for planning permission for the Development.
- 5 On 19 April 2018 the Committee refused planning permission subsequent to which the First Owner exercised its right under Article 108 of the Law to appeal the said refusal ("**the Appeal**").
- 6 The Appeal was heard by an inspector ("**the Inspector**") on 3 July 2018.
- 7 Having regard to the purposes of the Law, the Island Plan 2011 and all other material considerations the Inspector in his report dated 3 August 2018 ("**the Inspector's Report**") recommended that the Minister allow the Appeal and grant planning permission for the Development subject to the applicant entering into a planning obligation to secure the matters referred to in the Appendix to the Inspector's Report.
- 8 Having considered the Inspector's Report the Minister has given effect to the Inspector's recommendation to allow the appeal and grant planning permission for the Development subject to the prior completion of this Agreement to secure the obligations contained herein.

- 9 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 10 The parties acknowledge that this Agreement is legally binding.
- 11 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:

"Agreement"	this agreement including the recitals and schedules hereto;
"Application"	the application for planning permission in respect of the Site and described as "OUTLINE APPLICATION: Demolish existing dwellings. Construct 1 No. one bed apartments, 4 No. two bed apartments, 5 No. three bed apartments, 2 No. four bed dwellings and 1 No. three bed dwelling. Alteration to vehicular access onto La Greve d'Azette. Fixed Matters: Scale & Mass, Siting and Means of Access. Reserve Matters: External Appearance & Materials and landscaping. 3D Model available." and given the reference PP/2018/0112;
"Bus Shelter"	means the erection of one bus shelter on the Site in accordance with details shown on approved plan "Ground Floor Plan ref 1689-20 Rev D" annexed hereto at the Second Schedule;
"Bus Shelter Site"	the part of the Site on which the Bus Shelter comprised in the Development is to be built and shown for the purposes of identification only coloured light orange on the approved plan "Ground Floor Plan ref 1689-20 Rev D" annexed hereto at the Second Schedule or any part thereof;

"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 seventeen thousand seven hundred and fifty pounds (£17,750) to be paid by the Owners to the Treasurer of the States to be applied by the Minister for Infrastructure for the purposes of the Eastern Cycle Network;
"Development"	the development of the Site as set out in the Planning Permit;
"Dwelling Unit"	a residential unit forming part of the Development to be constructed pursuant to the Planning Permit;
"Footpath Works"	works for the provision of a new widen pedestrian footpath (the location of which as indicated for the purpose of identification only coloured light grey on the approved plan "Ground Floor Plan ref 1689-20 Rev D" annexed hereto at the Second Schedule) to the roadside boundary of the Site in accordance with the Footpath Works Specification;
"Footpath Works Specification"	the specification for the Footpath Works such works to include layout, structural drawings, construction specification and material specification that the minister for Infrastructure reasonably requires to satisfy him that the work will be carried out to a standard and quality that is suitable as forming part of a public highway;
"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 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;
"Occupation", "Occupy" and "Occupied"	means occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
"the Owners"	the First Owner and the Second Owner
"Plan" and "Plans"	the plans of the Site attached at the Second Schedule to this Agreement
"Planning Permit"	the planning permission for the Development granted by the Minister pursuant to the Appeal as recorded in his decision reference MD-PE-2018-0062 a copy of which is attached at the Third Schedule which said permission is granted subject to the subsequent approval of the Reserved Matters in accordance with Article 19(6)(b) of the Law and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time;
"Reserved Matters"	external appearance, materials and landscaping as reserved by Condition 2 of the Planning Permit.
"Royal Court"	the Royal Court of the Island of Jersey;
"Site"	The Coast Road Stores, 1-4 Pres de la Mer, 1&2 Sur la Cote, Ceol-Na-Mara, 1-3 Prospect Place & 1-2 Mon Caprice, La Greve d'Azette, St. Clement JE2 6PX as shown for the purpose of identification edged in red on the plan forming the Second Schedule;
"Street Lights"	means the erection of up to 3 street lights, the precise number to be agreed with the

	Department of Infrastructure following a further site survey to be carried out by the Department of Infrastructure, to be positioned within the pavement and located to the back of the widened (1.8m) footpath abutting the boundary the precise location to be agreed with the Department of Infrastructure;
"Street Lights Site"	the part of the Site on which the Street Lights comprised in the Development are to be built and shown for the purposes of identification only coloured pale grey on the approved plan "Ground Floor Plan ref 1689-20 Rev D" annexed hereto at the Second Schedule or any part thereof;

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 Minister 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 Minister and the Chief Officer against the Owners.

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 OWNERS COVENANTS

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

6 MINISTER COVENANTS

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

7 PUBLIC REGISTRY OF CONTRACTS

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

8 MISCELLANEOUS

- 8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Minister under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Minister by the Director - Development Control of Planning and notice or communication to the 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 Owners 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 Owners) 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 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 the Owners in favour of the Minister under this Agreement are in addition to any of the Minister's statutory powers under the Law.
- 8.8 Nothing contained herein shall be construed as obviating the need for the Owners to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 8.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of the Owners as contained herein.
- 8.10 The Owners shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 8.11 All communications and notices served or made under this Agreement shall be in writing.

9 WAIVER

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

10 CHANGE IN OWNERSHIP

The Owners agree with the Minister to give the Minister written notice (as soon as reasonably practical following such change) of any change in ownership of their respective 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 Fourth Schedule shall be increased by an amount equivalent to the increase in the Index from the date on which this Agreement is registered in the Public Registry of Contracts until the date on which such sum is payable.

12 INTEREST

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment.

13 DISPUTE RESOLUTION

In the event that any dispute shall arise in respect of any provision of this Agreement it shall be referred if not resolved within seven 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 LENDER'S CONSENT

The Lender acknowledge and declares that this Agreement has been entered into by the First Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the Lender over that part of the Site owned by the First Owner shall take effect subject to this Agreement PROVIDED THAT the Lender shall otherwise have no liability under this Agreement unless it takes possession of that part of the Site owned by the First Owner in which case it too will be bound by the obligations as a person deriving title from the First Owner.

16 JURISDICTION

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

FIRST SCHEDULE

Title to the Site

Alfred Samuel John de Gruchy warrants that he is the owner in perpetuity (à fin d'héritage) of the following properties and land forming part of the Site namely:-

In part to the properties or cottages known as "Près de la Mer" by contract of hereditary purchase dated 9 April 1960 from the limited liability company known as "De Gruchy & Co. (Holdings) Limited";

In part to the property known as "Prospect Place" by contract of hereditary purchase dated 26 August 1966 from Kenneth George Moore;

In part to the property being a "certain plot of land situate immediately to the West of "Tudor Cottage" by contract of hereditary purchase dated 4 August 1967 from Gladys Day Overbury, née Langlois;

In part to the property known as "Tudor Cottage" formerly "Pilot Cottages" by contract of hereditary purchase dated 26 July 1968 from Dorothy Ena Langlois; AND

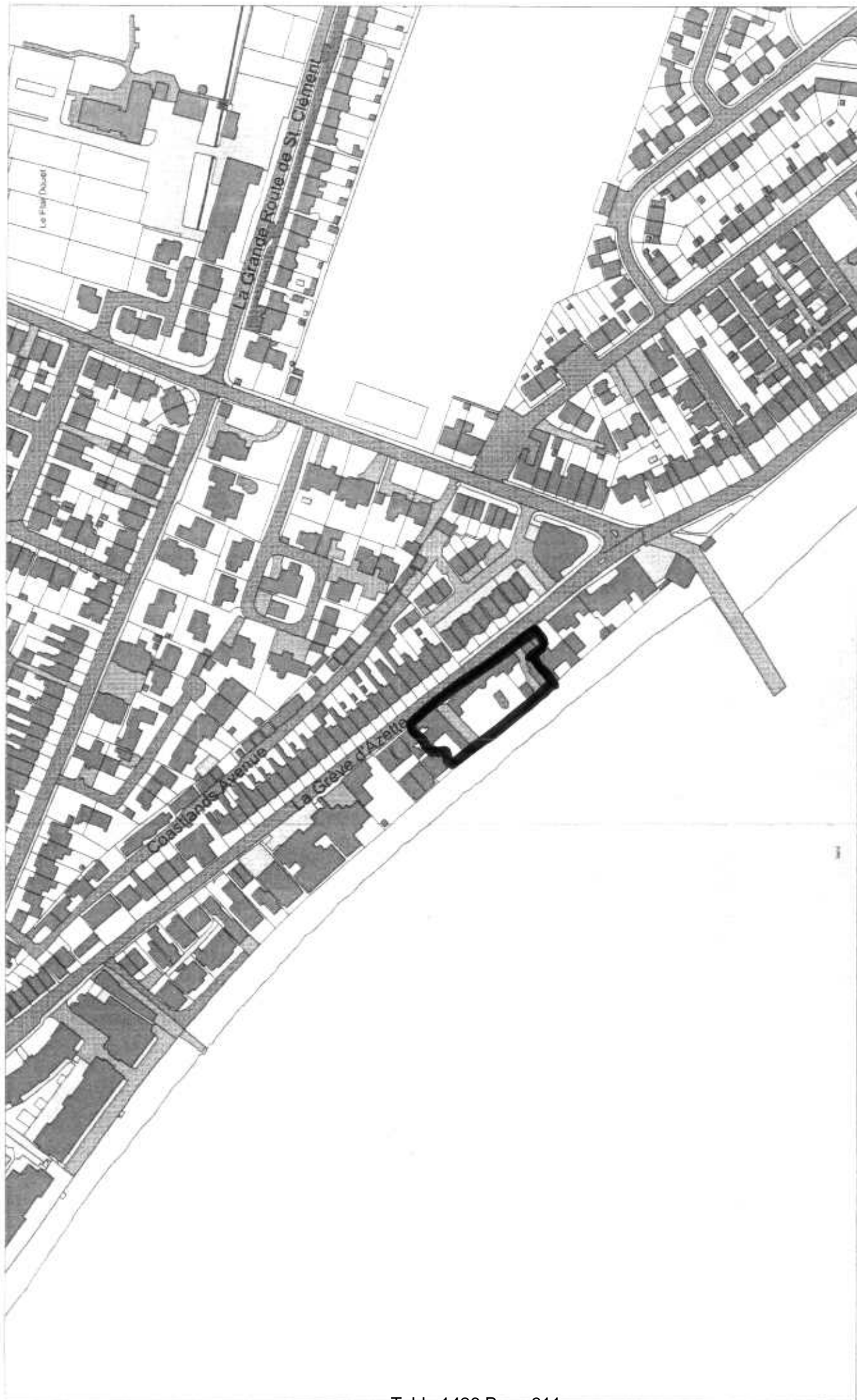
To the remainder to the property known as 1 and 2 "Mon Caprice" by contract of hereditary purchase dated 5 February 1971 from Hilda Mary Moore.

Clematis Limited warrant that they are the owner in perpetuity (à fin d'héritage) of the remaining part of the Site as follows namely:-

The house and shop with the buildings and garden adjoining as well as the North part of a certain 5 foot wide passage by contract of hereditary purchase dated July 1983 (no day was stated in the contract) from Kathleen Maud Buesnel, née Penny.

SECOND SCHEDULE

The Plan

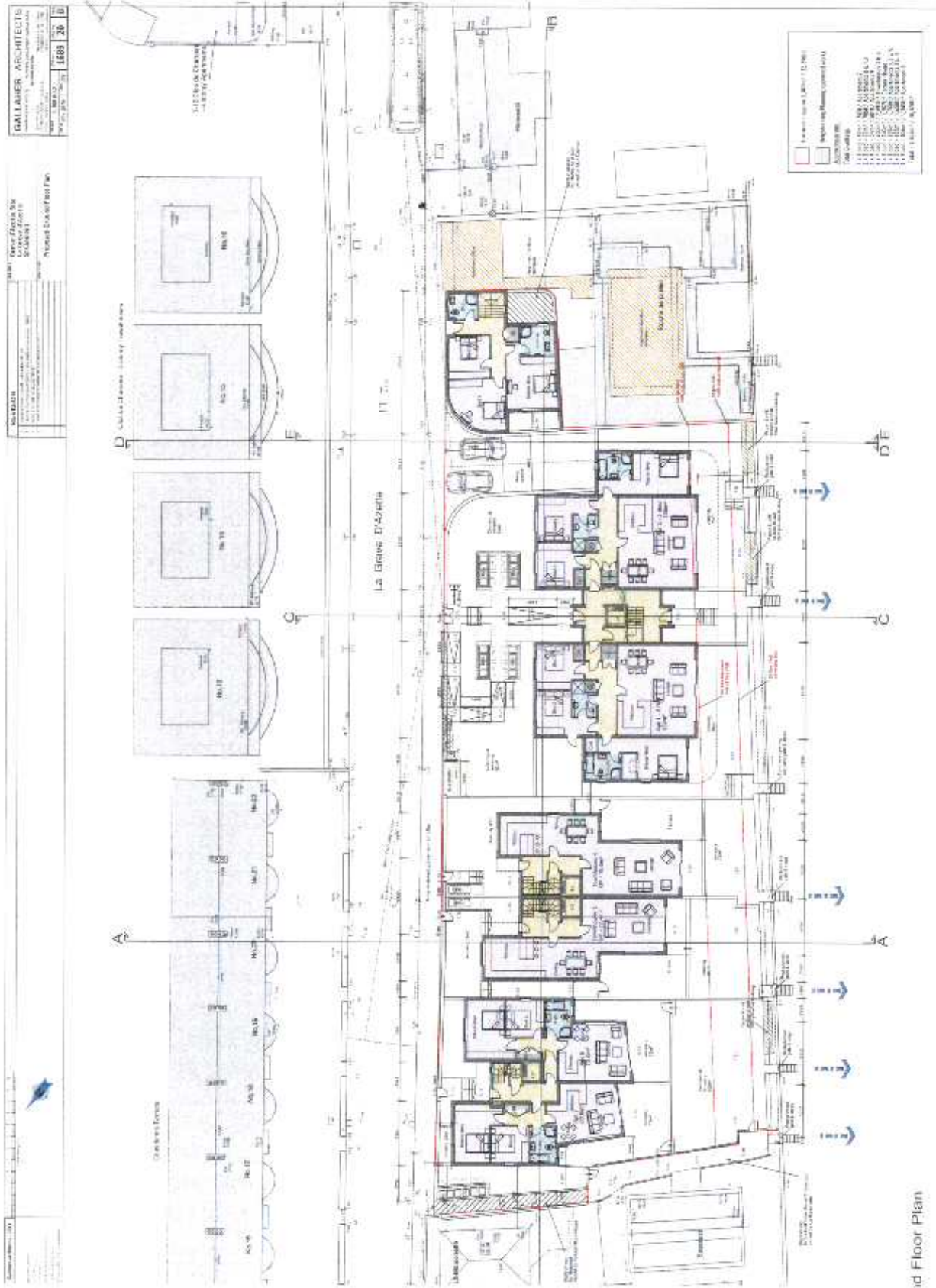


LOCATION PLAN
SCALE 1: 2500

06 September 2017

States
of
Jersey

COPYRIGHT PLANNING & ENVIRONMENT DEPARTMENT



id Floor Plan

THIRD SCHEDULE

The Planning Permit

Decision Summary

Minister for the Environment

Ministerial Decision

Decision Reference: MD- PE- 2018 – 0062			
Decision Summary Title:	Appeal Decision – Coast Road Stores La Greve d'Azette, St Clement. (PP/2018/0112)	Date of Decision Summary:	14 August 2018
Decision Summary Author:	Principal Planner (Strategy & Innovation)	Decision Summary: Public or Exempt?	Public
Type of Report: Oral or Written?	Written	Person Giving Oral Report:	n/a
Written Report Title:	Inspector's Report - Coast Road Stores	Date of Written Report:	Undated
Written Report Author:	Philip Staddon BSc, Dip, MBA, MRTPI Planning Inspector	Written Report : Public or Exempt?	Public
Subject: Appeal under Article 108 of the Planning and Building (Jersey) Law 2002 against a refusal to grant outline planning permission at Coast Road Stores, 1-4 Pres de la Mer, 1&2 Sur la Cote, Ceol-Na-Mara, 1-3 Prospect Place and 1&2 Mon Caprice, La Greve d'Azette, St Clement. (PP/2018/0112)			
Decision: The Minister allowed the appeal and hereby grants outline planning permission to develop land under Article 116 of the Planning and Building (Jersey) Law 2002 in respect of the following development; <i>"OUTLINE APPLICATION: Demolish existing dwellings. Construct 1 No. one bed apartments, 4 No. two bed apartments, 5 No. three bed apartments, 2 No. four bed dwellings and 1 No. three bed dwelling. Alteration to vehicular access onto La Greve d'Azette. Fixed Matters: Scale & Mass, Siting and Means of Access. Reserve Matters: External Appearance & Materials and landscaping"</i> . This permission is granted subject to the applicant entering, within three months of the date of this decision, into a suitable planning obligation agreement, pursuant to Article 25 of the Planning and Building (Jersey) Law, 2002 (as amended), in order to guarantee the provision of the following;			
<ul style="list-style-type: none"> a. £17,750 pre-commencement contribution towards the Eastern Cycle Route; and b. All maintenance and upkeep, including of the land upon which it sits, of the bus shelter to the front of the application site; and c. The ceding of the proposed widened footway to the front of the site to the Department of Growth, Housing and Environment; and d. The provision of street lights to the front of the site. 			

In the event that a suitable planning obligation is not agreed within three months of this decision, the department may refer the application back to the Planning Committee for further consideration.

AND, subject to compliance with the approved plans and the following conditions:

1. The development shall commence within three years of the date of this decision or within 2 years of the approval of the final reserved matters to be approved, whichever is the later.
2. The details to be submitted as reserved matters shall demonstrate clearly how the external appearance, materials and landscaping of the proposed development will interpret, respect and strengthen the distinctive local character of the area.
3. Prior to commencement of the development hereby approved, a Demolition/Construction Environmental Management Plan shall be submitted to and approved by the Department of Growth, Housing and Environment. The Demolition/Construction Environmental Management Plan shall be thereafter implemented in full until the completion of the development and any variations agreed in writing by the Department prior to such work commencing. The Plan shall secure an implementation programme of mitigation measures to minimise the adverse effects of the proposal on the environment, and shall include but not be limited to:
 - A. A demonstration of compliance with best practice in controlling, monitoring, recording and reporting on any emissions to the environment (such as noise and vibration, air, land and water pollution);
 - B. Details of a publicised complaints procedure, including office hours and out of hours contact numbers;
 - C. Details of any proposed crushing/ sorting of waste material on site;
 - D. Specified hours of working.
4. Prior to commencement of the development hereby approved, an Ecological Assessment of the site must be submitted to, and approved in writing by, the Department of Growth, Housing and Environment. The Ecological Assessment shall be undertaken by a suitably qualified person and to a methodology to be first agreed in writing by the Department of Growth, Housing and Environment. All mitigation measures shall be carried out in full and in accordance with the recommendations of the Ecological Assessment.
5. No part of the development hereby approved shall be brought into first use/occupied until the electric car charging ducting has been wholly constructed. The ducting for the electric car charging points shall thereafter be retained and maintained as such.
6. No part of the development hereby approved shall be occupied until the proposed window to the bathroom at first floor level in the north-west elevation of Apartment 9 is fitted with obscure glass. Once implemented, the obscure glazing shall be maintained as such thereafter.
7. The flat roof area at first floor level to the rear of Apartment 9 of the development hereby approved shall not be used as a balcony, roof garden or similar amenity area.
8. No part of the development hereby approved shall be occupied until the balconies to the south elevation of Apartments 4 and 6 at first floor and second floor level

Decision Summary

are fitted with an obscure privacy screen along the length of the eastern side, to a design, siting and height to be agreed in writing by the Department of Growth, Housing and Environment. Once constructed, the screen shall be maintained as such thereafter.

9. Prior to the commencement of development, details of the siting and design of a store room for the corner dwelling to the south-east of the application site shall be submitted to and approval by the Department of Growth, Housing and Environment. The store room shall thereafter be retained solely for the use of the corner dwelling.
10. 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 car parking spaces shall thereafter be retained solely for the use of occupants of the development and shall not be sub-let for any other purpose.
11. Prior to the development being brought into first use, visibility splays shall be laid out and constructed in accordance with the approved plans. The visibility splays shall then be maintained thereafter and no visual obstruction of any kind over the height of 600mm shall be erected within them.
12. No part of the development hereby approved shall be occupied until the cycle parking facilities as indicated on the approved plan have been wholly constructed in accordance with the approved plans. The facilities shall thereafter be retained solely for the use of occupants of the development and maintained as such.

Reasons:

1. The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.
2. To ensure the development respects, conserves and contributes positively to the diversity and distinctiveness of the built context in accordance with Policy GD7 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 GD 1, GD 6 and WM 1 of the Adopted Island Plan 2011 (Revised 2014).
4. To ensure the protection of all protected species in accordance with Policies NE 1, NE 2 and NE 4 of the Adopted Island Plan 2011 (Revised 2014).
5. In the interests of promoting sustainable patterns of development, in accordance with Policies TT 9 and SP 6 of the Adopted Island Plan 2011 (Revised 2014).
6. To safeguard the amenities and privacy of the occupants of the adjoining properties in accordance with Policy GD 1 of the Adopted Island Plan 2011 (Revised 2014).
7. To safeguard the amenities and privacy of the occupants of the adjoining properties in accordance with Policy GD 1 of the Adopted Island Plan 2011 (Revised 2014).

8. To safeguard the amenities and privacy of the occupants of the adjoining properties in accordance with Policy GD 1 of the Adopted Island Plan 2011 (Revised 2014).
9. In the interests of providing suitable storage for residents of the development, in accordance with Policies GD 1 of the Adopted Island Plan 2011 (Revised 2014).
10. 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 GD 1 of the Adopted Island Plan 2011 (Revised 2014).
11. In the interests of highway safety, in accordance with Policy GD 1 of the Adopted Island Plan 2011 (Revised 2014).
12. In the interests of promoting sustainable patterns of development, in accordance with Policies TT 9 and SP 6 of the Adopted Island Plan 2011 (Revised 2014).

Reason for Decision:

The Minister agrees with the recommendation of the Inspector as detailed within his report, but also considered that a condition should be attached to the outline planning permission, requiring any reserved matters of external appearance, materials and landscaping to show respect for the local context. The Minister, therefore, added Condition No 2.

Resource Implications:-

None

Action required:

Request the Judicial Greffe to inform interested parties of the decision.

Signature:

Deputy J Young


Position:

Minister

Date Signed:


7 SEPTEMBER 2018

Date of Decision (If different from Date Signed):

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

The Owner covenants, agrees and undertakes:

COMMENCEMENT

- 1 Not to Commence the Development until the Owners have given to the Minister not less than fourteen (14) days' notice in writing of its intention so to do.

CYCLEWAY CONTRIBUTION

- 2 To pay the Cycleway Contribution to the Treasurer of the States prior to the Commencement of the Development.
- 3 Not to Occupy any Dwelling Unit forming part of the Development until such time as the Cycleway Contribution has been paid to the Treasurer of the States.

BUS SHELTER

- 4 Not to Occupy or use or cause or permit to be Occupied the Development until the Bus Shelter has been constructed at the Developer's cost and in accordance with the approved plans under the Planning Permission.
- 5 Not to Occupy or use or cause or permit to be Occupied the Development until a contact for the organisation/person responsible for the Bus Shelter and the Bus Shelter Site has been provided to the Infrastructure Minister and any change in those contact details to be notified promptly thereafter.
- 6 Following the Occupation of the Development:
 - 6.1 to allow without charge the free and unrestricted use of the Bus Shelter on the Bus Shelter Site by persons living and/or working on the Development and all members of the general public for the purpose of embarking on to or disembarking from buses on such bus routes as from time to time pass by and stop at the Bus Shelter Site subject only to:
 - 6.1.1 such rules, regulations, terms and conditions as to the use of the Bus Shelter as may be approved by the Minister from time to time;
 - 6.1.2 the right to suspend public use of any part of such Bus Shelter Site pending maintenance or repair of that part but subject always to reasonable prior written notice having been given to the Minister of the intended works of repair or

maintenance and the duration of any such disruption being kept to the minimum reasonably necessary to carry out the works; and

- 6.1.3 the right to exclude persons whose behaviour is abusive, intimidating, offensive, threatening, antisocial or criminal; and
- 6.2 to keep maintain and repair in good and substantial condition the Bus Shelter and the Bus Shelter Site.

FOOTPATH

- 7 Not to Commence the Development before the Footpath Works Specification has been submitted to the Minister for his approval (in consultation with the Infrastructure Minister) and has been approved by the Minister.
- 8 That the Owners will at its own expense undertake the Footpath Works in accordance with the Footpath Works Specification and the requirements of the relevant highway authority.
- 9 To complete the Footpath Works in accordance with the Footpath Works Specification to the reasonable satisfaction of the Minister (in consultation with the Infrastructure Minister) prior to the Development being Occupied.
- 10 As soon as reasonably practicable after completion of the Footpath Works the Owner shall cede and transfer and the Public shall take conveyance of the relevant property free of all charges and encumbrances by contract to be passed before the Royal Court, to ensure the Public complies with Standing Orders of the States, the Owner paying the proper and reasonable costs of and incidental to the said transfer (including all and any reasonable legal and professional costs).

STREET LIGHTS

- 11 Not to Occupy or use or cause or permit to be Occupied the Development until the Street Lights have been supplied, installed and connected to the main power supply at the Developer's cost and in accordance with the approved plans under the Planning Permission and to the reasonable satisfaction of the Minister (in consultation with the Infrastructure Minister).
- 12 As soon as reasonably practicable after completion of the Street Lights the Owner shall cede and transfer and the Public shall take conveyance of the relevant property free of all charges and encumbrances by contract to be passed before the Royal Court, to ensure the Public complies with Standing Orders of the States, the Owner paying the proper and reasonable costs of and incidental to the said transfer (including all and any reasonable legal and professional costs).

FIFTH SCHEDULE

Minister's covenants

1. The Minister 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 Minister 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 five years of the date of receipt by the Treasurer of the States of such payment.

Signed on behalf of the Minister



Name and Position *PETER LE GRESSLEY (DIRECTOR)*

in the presence

Name and Position *Jonathan Gladwin (Senior planner)*

this *6th* day of *December* 2018

Signed on behalf of Clemat

Director - A De Groot

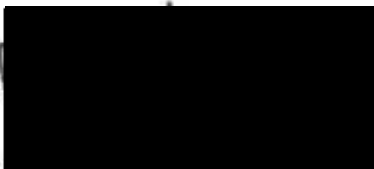
Name and Advocate Julie Metia

Partner
Ogier
in the presence of *44 Esplanade*
St Helier, Jersey

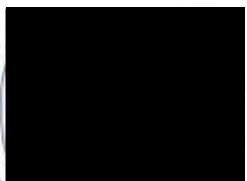
Name and Position *Channel Islands*
JE4 9WG

this *30* day of *November* 2018

Signed by Alfred Samuel John de



in the presence of

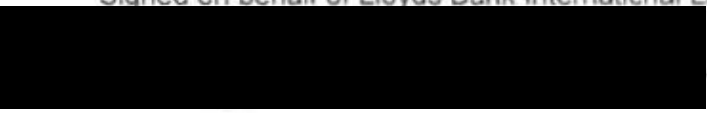


Advocate Julie Mella
Partner
Ogier
44 Esplanade
St Helier, Jersey
Channel Islands
JE4 9WG

Name and Position

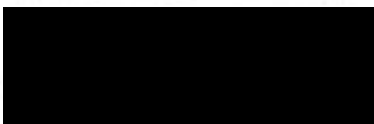
this 30 day of November 2018

Signed on behalf of Lloyds Bank International Limited



Name and Position LINDA WISEMAN Authorised Signatory

in the presence of



Name and Position SHAWN CLOVER Relationship Manager

this 4th day of December 2018