

# *In the Royal Court of Jersey*

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**Samedi Division**

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**In the year two thousand and nineteen, the twenty third day of August.**

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, Mark Andrew Durbano, Nicholas Durbano and The Royal Bank of Scotland Limited Trading as Natwest International in relation to development of land off of Tilgate and Haut Bois, La Route des Genets, St Brelade, JE3 8DB, 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 Land off of Tilgate and Haut Bois, La Route des Genets, St. Brelade, JE3 8DB

Dated

*22<sup>nd</sup> August*

2019

- (1) The Chief Officer for the Environment
- (2) Mark Andrew Durbano
- (3) Nicholas Durbano
- (4) The Royal Bank of Scotland Limited Trading as NatWest International

DATE

22<sup>nd</sup> August

2019

## PARTIES

- (1) The Chief Officer for the Environment of States Offices, La Motte Street, St Helier, Jersey ("the Chief Officer")
- (2) Mark Andrew Durbano of Four Winds, Le Mont Arthur, St Brelade, Jersey and Nicholas Durbano of The Paddock, Noirmont Lane, St Brelade, Jersey ("the Owners")
- (3) The Royal Bank of Scotland International Limited (Company Registration Number 2304) trading as NatWest of, Royal Bank House 71 Bath Street St Helier Jersey JE2 4SU ("the Lender")

## RECITALS

- 1 The Owners warrant that they are the owners in perpetuity (*à fin d'héritage*) 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) pursuant to an act of the Royal Court registered on 17 February 2017.
- 3 The Owners submitted the Application in respect of the Site.
- 4 Having regard to the purpose 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.
- 5 The parties have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 6 The parties acknowledge that this Agreement is legally binding.
- 7 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
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<b>"Application"</b>		the application for planning permission in respect of the Site and described as "Demolish existing 2 No. residential units. Construct 1 No. four bed, 4 No. three bed and 3 No. two bed dwellings with associated landscaping and parking and given the reference P/2018/0794
<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>"Development"</b>		the development of the Site in accordance with the Planning Permit
<b>"Footpath Strip"</b>		the strip of land shown for the purpose of identification only on the plans, drawings and specifications attached at the Sixth Schedule
<b>"Footpath Works"</b>		all works necessary to create a pedestrian footway with kerb alterations on that part of the Site that is adjacent to the Southern side which adjoins La Route des Genets and shown for the purpose of identification on the plans, drawings and specifications attached at the Sixth Schedule.
<b>"GST"</b>		goods and services tax or GST 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 (3%) above the base lending rate of the HSBC 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>"Occupation" "Occupy" and "Occupied"</b>		means occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in demolition, construction, surveying, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations
<b>"Plan"</b>		the plan contained in the Second Schedule to this agreement
<b>"Planning Permit"</b>		the planning permission for the Development as applied for and described in the Application (P/2018/0794) a copy of which is attached at the Third 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>		Tilgate and Haut Bois, La Route des Genets, St. Brelade, JE3 8DB identified by a thick black edging on the Plan upon which the Development is to be carried out
<b>"Sustainable Routes Contribution"</b>		means the sum of forty one thousand and twenty five pounds sixty four pence (£41,025.64) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure of the State of Jersey for the purposes of offsite improvements to facilitate safe and sustainable routes to school.

<p><b>“Western Works”</b></p>	<p><b>Wall/Bank</b></p>	<p>the works required to stabilise the bank/new retaining wall along the Western side of the site which adjoins Mont Nicolle – the whole as shown in the plans, drawings and specifications attached at Sixth Schedule.</p>
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## 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 for the environment and the successors to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.
- 2.8 Reference to the "parties" is a reference to the Chief Officer and the Owner, and a "party" means either of them.

## 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 and the Owners under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Chief Officer against the Owners.

## 4 EFFECTIVE DATE

This Agreement is conditional on:

- 4.1 the grant of the Planning Permit (and if relevant the grant of such Planning Permit becoming effective in accordance with Article 19(8) of the Law); and
- 4.2 The Commencement of the Development, save for the provisions of Clauses 10, 13, and 15 and Paragraph 1 of the Fifth Schedule which shall come into effect immediately upon the date which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

## **5 OWNER AND OWNERS COVENANTS**

The Owners covenant and agree with the Chief Officer 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 CHIEF OFFICER COVENANTS**

The Chief Officer covenants with the Owners 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 Owners 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 deemed to have been properly served or sent by ordinary post or hand delivered and (in both cases) addressed to the Director - Development Control at Planning and Building Services La Motte Street St Helier Jersey or as otherwise notified by the Chief Officer for the purpose by notice in writing.
- 8.2 Any notices on the the Owners shall be deemed to have been properly served if sent by ordinary post or hand delivered to and addressed to such party at the address referred to above or as otherwise notified by the Owners to the Chief Officer 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 or apply for 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 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 Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Owners as contained herein.
- 8.10 Neither the Owner nor the Owners shall 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 Owners agree 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 its interest in the Site occurring before all the obligations under this Agreement have been discharged.



## 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 *payments / 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 LENDER'S CONSENT

The Lender acknowledges and declares that this Agreement has been entered into by the Owners 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 the Site shall take effect subject to this Agreement **PROVIDED THAT** the Lender shall otherwise have no liability under this Agreement unless it takes possession of the Site in which case it too will be bound by the obligations as a person deriving title from the Owners.

**16 JURISDICTION**

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

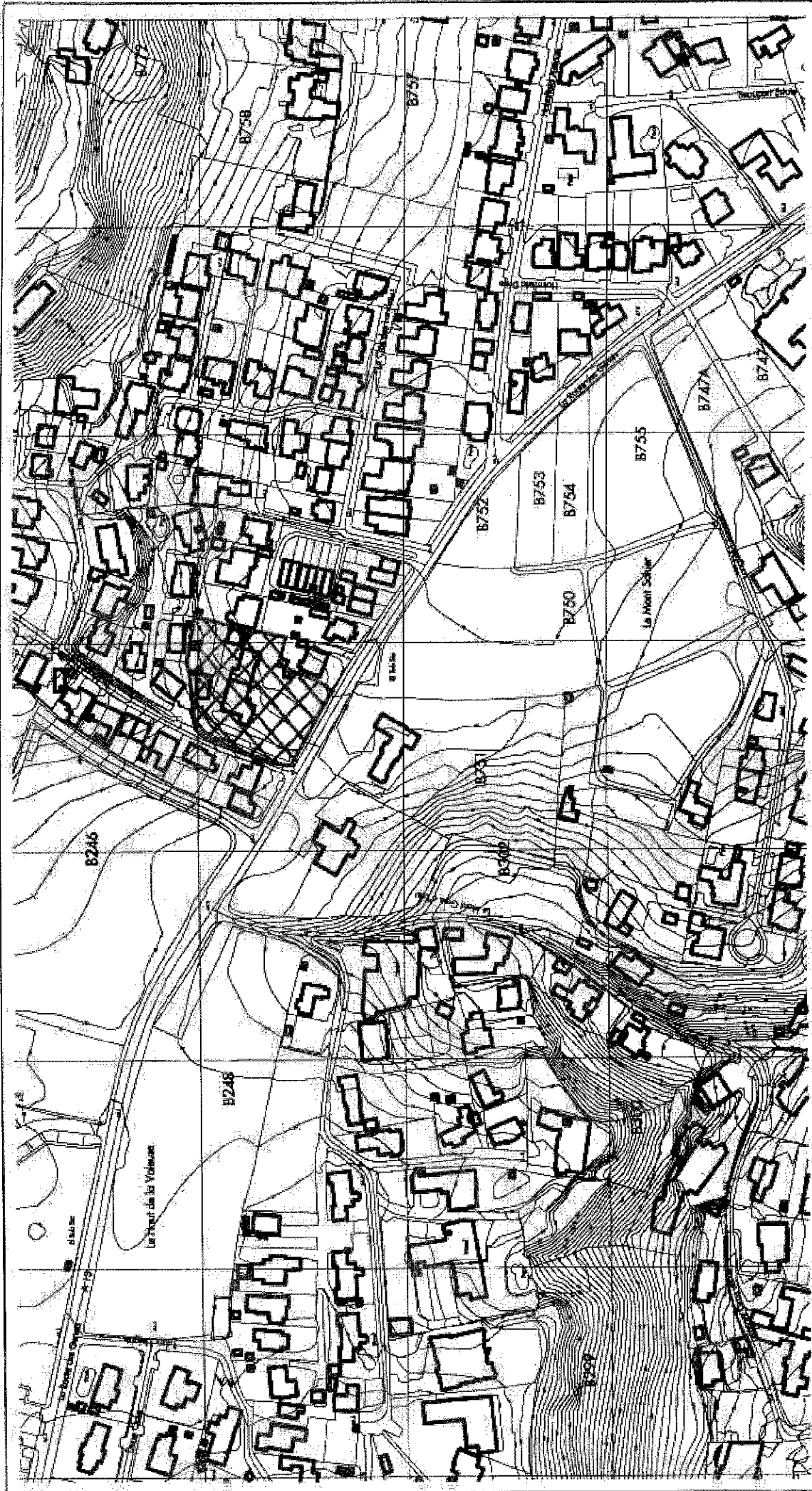
**FIRST SCHEDULE****Details of the Owners Title, and description of the Site**

The Owners own the properties known as "Tilgate", La Route des Genets, St. Brelade and "Haul Bois", La Route des Genets, St. Brelade Tilgate having the UPRN (Unique Property Reference Number) 69114477 and Haut Bois having the UPRN 69114413 pursuant to the Will of Immovable Property of the late Keiran Durbano, registered by Act of the Royal Court dated 18th October 2006

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

## SECOND SCHEDULE

### The Plan



Drawing Title: <b>Site Location Plan</b>		Date: <b>MAY 2018</b>	Rev:
Scale: <b>1:2500@A4</b>	Drawing No: <b>585 - 001</b>		
Status: <b>INFORMATION</b>			

**MAC**  
 ARCHITECTURE FOR YOU  
 22 Hill Street, St. Helier, Jersey JE2 4JA  
 www.mac.je / admin@mac.je / 736912

**Client:**  
 MND Construction  
**Project Address:**  
 Tilgate  
 La Route des Genets  
 St. Brelade, Jersey

**Digimaps licence No.:**  
 J 155

**Note:**  
 Figures shown on this plan are for information only and are not to be used for any other purpose.  
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### THIRD SCHEDULE

#### **The Planning Permit**

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/0794

**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 existing 2 No. residential units. Construct 1 No. four bed, 4 No. three bed and 3 No. two bed dwellings with associated landscaping and parking. 3D Model available. AMENDED PLANS REC'D

**To be carried out at:**

Tilgate, La Route des Genets, St. Brelade, JE3 8DB.

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

- 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.

**Condition(s):**

- No part of the development hereby approved shall be occupied until the provisions and arrangements to be made for the storage, sorting, recycling and

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# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/0794

disposal of refuse are completed in accordance with the approved plans, and thereafter they must be retained as such.

2. The findings and required mitigation measures outlined in the Species Protection Plan dated 19/09/2018 and Nurture Ecology Further Report 29/11/2018 shall be implemented prior to the commencement of development, continued throughout the phases of development (where applicable) and thereafter retained as such. Any variations that may be required as a result of findings on site are to be agreed in writing by the Department of the Environment prior to works being undertaken.

3. No part of the development hereby permitted shall be begun until a scheme of landscaping has been 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.

4. Prior to the occupation of any part of the development hereby approved, the Percentage for Art contribution shall be delivered on site, in accordance with the details submitted in the approved Percentage for Art Statement.

5. No part of the development hereby permitted shall be begun until precise details of the methods to reduce, recycle and re-use construction and demolition waste have been submitted to, and approved in writing by, the Department of the Environment. The details shall be set out in a Waste Management Plan which shall assess, quantify and propose a method for each material identified. Thereafter, 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.

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# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/0794

6. 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 retained thereafter and no visual obstruction of any kind over the height of 600mm shall be erected within them.

7. 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 the development and shall not be sub-let for any other purpose.

8. Prior to their first use on site, details of all external materials to be used (including any hard landscaping materials) shall be submitted to and approved in writing by the Department of the Environment. The approved materials shall be implemented in full and thereafter retained as such.

9. No part of the development hereby approved shall be occupied until the proposed windows of Units B1, B2 and B3 on the West elevation at first floor level are fitted with obscure glass as shown on approved drawing 585-023D and restricted in their opening mechanism to no more than 200mm. Once implemented, the obscure glazing and restricted opening mechanism shall be maintained as such thereafter.

10. No part of the development hereby permitted shall be begun until the following details, in relation to the bank to the West of the site which forms the boundary with Mont Nicolle, have been submitted to and approved in writing by the Department of the Environment. These works shall thereafter be carried out in full in accordance with such approved details:

- i) Detailed section drawings of the existing bank;
- ii) Detailed section drawing of the proposed bank and retaining wall including the final finish of the retaining wall.
- ii) Detailed section to show all existing trees, hedgerows and other plants which it is proposed to retain on this boundary and the position of all new trees, shrubs and planting (on the bank and boundary), 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.

### **Reason(s):**

1. In accordance with Policy WM1 of the Adopted Island Plan 2011 (Revised 2014).
2. To ensure the protection of all protected species in accordance with Policies NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
3. To safeguard the character and appearance of the area in accordance with Policies GD1, NE1, NE2 and GD7 of the Adopted Island Plan 2011 (Revised 2014).

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# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/0794

4. To ensure that an appropriate art contribution is provided on site, in accordance with policy GD8 of the Adopted Island Plan 2011 (Revised 2014).
5. To ensure that waste construction and demolition materials are minimised wherever possible, and where they do arise, that they are re-used and recycled, so that the amount of waste to be transported to landfill is minimised, in accordance with policy WM1 of the Adopted Island Plan 2011 (Revised 2014).
6. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
7. 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).
8. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD1 and GD7 of the Adopted Island Plan 2011 (Revised 2014).
9. To safeguard the amenities and privacy of the occupants of the adjoining properties in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
10. To protect the visual amenities of the surrounding area, the character of the street scene and the amenities of occupiers of neighbouring properties, in accordance with Policy GD1 and GD7 of the Adopted Island Plan 2011 (Revised 2014).

### FOR YOUR INFORMATION

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

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

- 1-Location Plan
- 2-Proposed Site Plan, Ground Level 010 F
- 3-Proposed Site Plan Roof Level 011 F
- 4-House Type A Proposed Floor Plans and Elevations 020A
- 5-House Type A Proposed Roof Plan, Elevations and Sections 021 A
- 6-House Type B Proposed Ground and First Floor Plan 022 D
- 7-House Type B Proposed Roof Plan, Elevations and Section 023 D
- 8-House Type C Proposed Floor Plans and Elevations 024B
- 9-House Type C Proposed Roof Plan, Elevations and Section 025B
- 10-House Type D Proposed Floor Plans and Elevations 026C
- 11-House Type D Proposed Roof Plan, Elevations and Section 027B

# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/0794

- 12-Proposed Site Sections A-A and B-B 012D
- 13-Proposed Site Sections C-C and D-D 013D
- 14-Ecological Survey Report 05/09/2018
- 15-Nurture Ecology Further Report 29/11/2018
- 16-Species Protection Plan 19/09/2018

### DECISION DATE:

The development may also require building permission, for which a separate application will need to be made. You can find out if building permission is required on our website [www.gov.je/planningbuilding](http://www.gov.je/planningbuilding)

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 you need to 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. You can find out how to do this on our website [www.gov.je/planning](http://www.gov.je/planning)

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**FOURTH SCHEDULE****The Owners Covenants with the Chief Officer**

The Owners covenant, agree and undertake:

**COMMENCEMENT**

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

**CYCLEWAY CONTRIBUTION**

- 2 To pay the Sustainable Routes Contribution to the Treasurer of the States prior to the Occupation of any part of the Development
- 3 Not to Occupy any part the Development until such time as the Sustainable Routes Contribution has been paid to the Treasurer of the States.

**FOOTWAY**

- 4 To carry out and complete the Footpath Works at the cost of the Owners prior to the Occupation of any part of the Development.
- 5 Not to Occupy any part of the Development until such time as the Footpath Works have been carried out and completed.
- 6 That on completion of the Footpath Works the Owners 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 reasonably requires) and other information reasonably required by the Chief Officer plus a further copy for the Infrastructure Minister (for land survey and tying into the island co-ordinate system).
- 7 Following completion of the Footpath Works and on the condition that the Footpath Strip will thereafter be incorporated within and form part of the Grande Route known as L'Avenue de la Commune the Owners shall cede and transfer and the Public shall take conveyance of the Footpath Strip free of all charges and encumbrances by contract to be passed before the Royal Court (to which contract the Owners shall be party) in such manner and time so as to ensure the Public complies with Standing Orders of the States or the Owners paying the proper and reasonable costs of the Public of and incidental to the said transfer including all and any reasonable legal and professional costs (up to a maximum sum of £2,500 unless the matter becomes unduly protracted or complicated). The parties to such contract shall use all reasonable endeavours to pass the contract before the Royal Court within 8 weeks following completion of the Footpath Works.

**WESTERN BANK/WALL**

- 8 To carry out and complete the stabilisation of the bank/new retaining wall along the western side of the Site at the cost of the Owners prior to the Occupation of any

part of the Development, the whole as shown in the plans, drawings and specifications attached at Sixth Schedule.

## FIFTH SCHEDULE

### Chief Officer's Covenants

1. The Chief Officer hereby covenants to the Owners to use all sums received by the Treasurer of the States under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid and to provide reasonable evidence of the same to the Owners if requested to do so.
2. The Chief Officer covenants with the Owners that he will procure or arrange that the Treasurer of the States will repay to the Owners such amount of any payment made to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement within five (5) years of the date of receipt by the Treasurer of the States of such payment.
3. The Chief Officer covenants and agrees with the Owners to procure the participation of the Public in the contract referred to at paragraph seven of the Fourth Schedule.

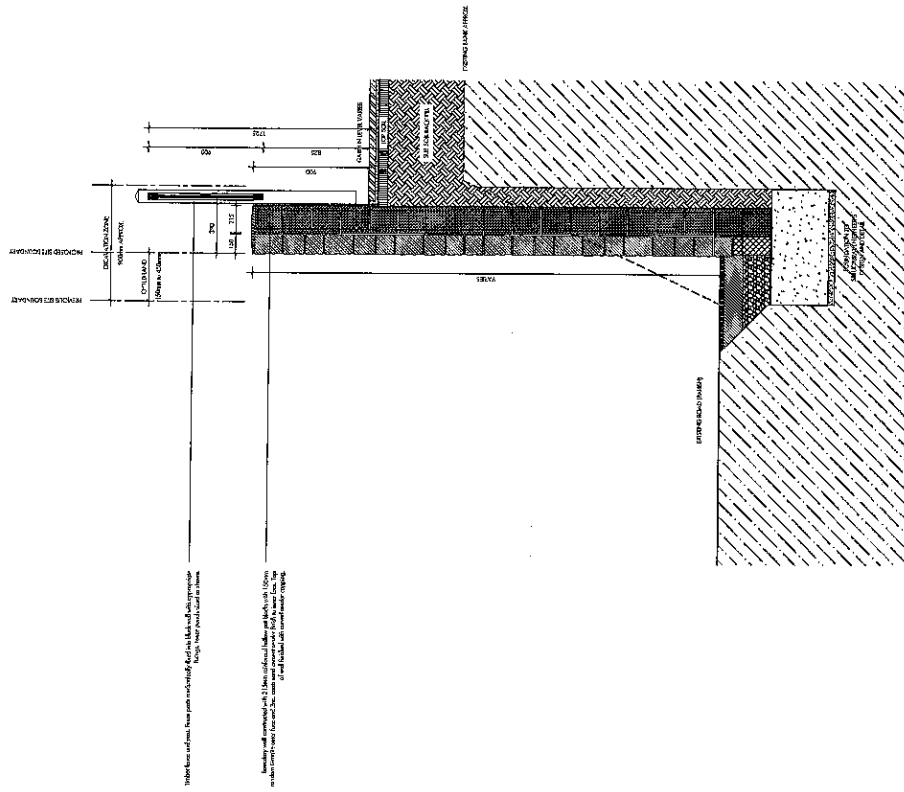
## SIXTH SCHEDULE

Plans Drawings and Specifications:  
Footpath Works & Western Wall / Bank Works

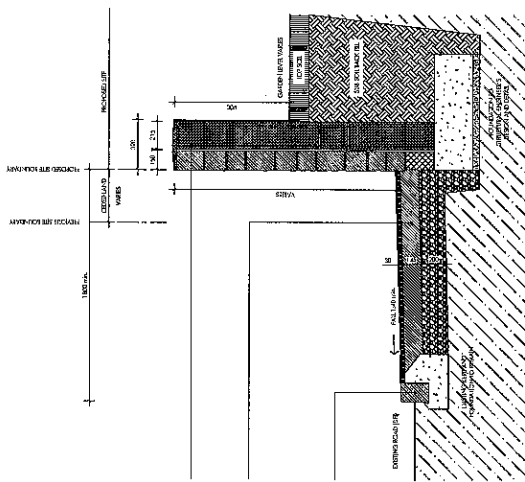








PROPOSED SITE SECTION B-B  
1:20 SCALE



PROPOSED SITE SECTION A-A  
1:20 SCALE

Note: Dimensions shall be in feet and inches. All dimensions shall be rounded to the nearest 1/8 inch. All dimensions shall be in feet and inches. All dimensions shall be rounded to the nearest 1/8 inch.

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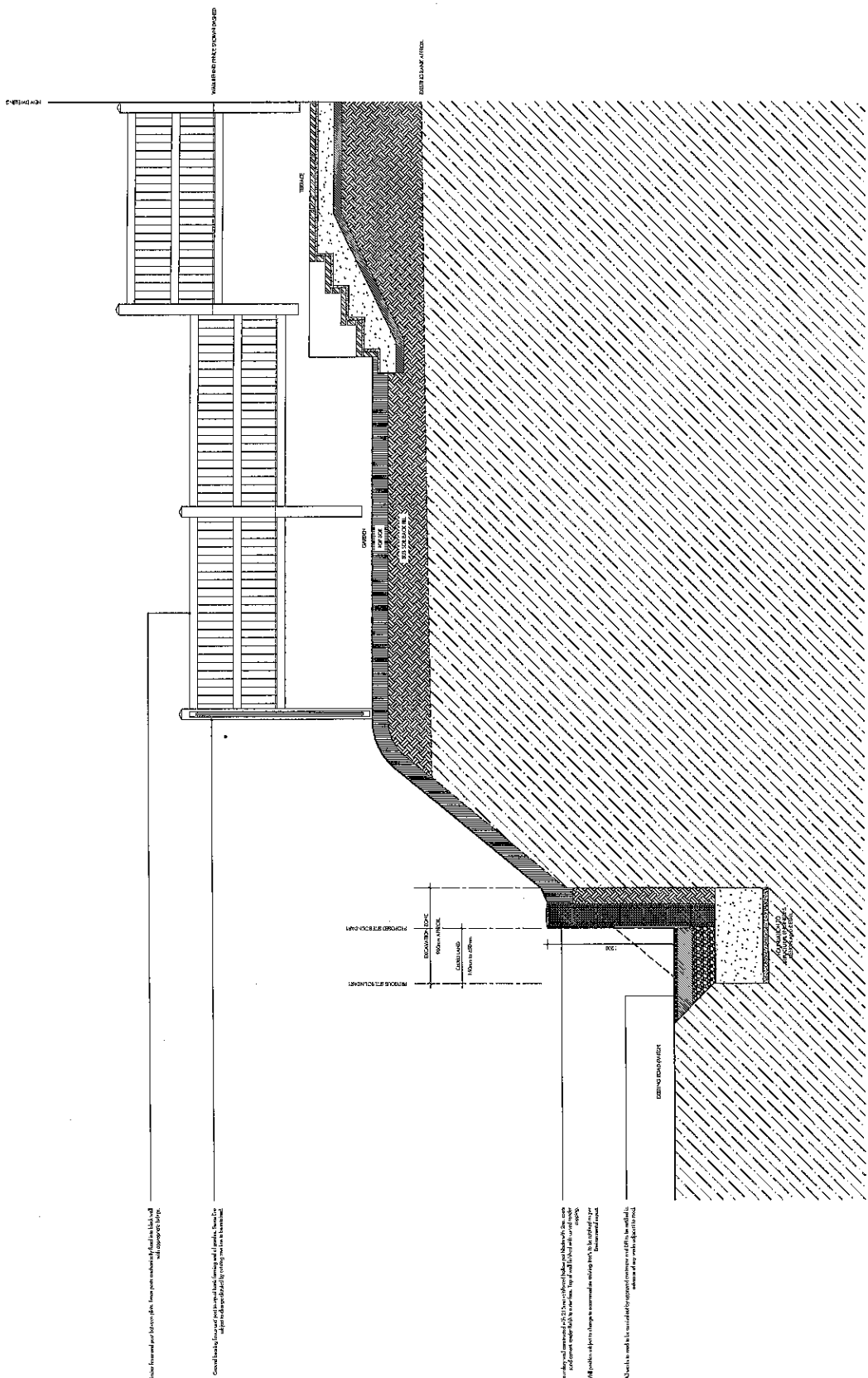


Revision:	Date:	Description:

Client:  
**AMND Construction**  
 Project Address:  
**Tilgate**  
**La Route des Genets**  
**St. Brice**  
**Jersey**

**MAC**  
**ARCHITECTURE FOR YOU**  
 22 Hill Street, St. Helier, Jersey JE2 4JA  
 www.mac.ie / info@mac.ie / 726912

Project: <b>Tilgate</b> Project Name: <b>Proposed Western Boundary Wall</b> Typical Site Sections A-A and B-B	Scale: 1:20 (A1)	Date: APRIL 2019
Drawn By: <b>LEOL</b>	Checked By: <b>583 - 220</b>	Date:



These drawings and details shall have been reviewed and approved by the local authority.

General notes for contractor to be read in conjunction with the specification and drawings.

See also the specification for details of the wall and foundation. All dimensions are to be finished unless otherwise stated.

All work to be carried out in accordance with the relevant standards and specifications.

PROPOSED SITE SECTION C-C  
1:20 SCALE

NOTE:  
Figured dimensions only are to be taken from this drawing. All dimensions are to be finished unless otherwise stated.  
This drawing must be used in conjunction with all other schedules (detail) drawings, schedules and specifications.  
This drawing must be read in conjunction with the specification and drawings. No other permission of MAC and/or other services is required.  
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Revision	Date	Description

Client:  
MND Construction  
Project Address:  
Tilgate  
La Route des Genets  
St. Brelade  
Jersey

**MAC**  
ARCHITECTURE FOR YOU  
22 Hill Street, St. Helier, Jersey JE2 4JA  
www.mac-j.com / admin@mac-j.com

Project:  
Tilgate  
Drawing Title:  
Proposed Western Boundary Wall  
Typical Site Section C-C  
Scale: 1:20 (A1)  
Date: APRIL 2019  
Status: LEGAL  
Drawing No: 585 - 221  
Rev:

Signed on behalf of the Chief Of



Name and Position

ANDY SCATE SAOUP DIRECTOR RESOLUTION

in the presence of



Name and Position

Gina Puffett (Senior Planner)

this

22

day of

August

2019

Signed by Mark A



AS ATTORNEY

Name and Position

Dominic Timothy Boletta  
Carey Olsen Jersey LLP  
47 Esplanade, St. Helier  
Jersey JE-1 0BD

in the presence of



Name and Position

Chris Philpott, Advocate

this

7<sup>th</sup>

day of

August

2019

Signed by Nicholas Durbano



Name and Position

NICHOLAS DURBANO

in the presence of



Name and Position

Chris Philpott, Advocate

this

2<sup>nd</sup>

day of

August

2019

Signed on behalf of The Royal Bank of Scotland Limited Trading as NatWest

.....  
Slatter  
.....  
io Management .....  
.....  
state Finance  
.....  
Name and Position .....

in the presence of ..... *Callum P McCue* .....

Name and Position ..... *CALLUM PETER MCCUE, Associate* .....

this *19<sup>th</sup>* day of *August* 2019

*Carey Olsen  
Jersey LLP*