

In the Royal Court of Jersey

Samedi Division

In the year two thousand and eleven, the seventeenth day of November.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Minister for Planning and Environment, Hillary Developments (Jersey) Limited and George Francis Carter in relation to Field Nos. 516, 516A, 517 and 518, St Saviour, 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 Fields 516, 517 & 518, La Rue de Patier, St. Saviour

Dated *17th November* 2011
:

The Minister for Planning and Environment (1)

Hillary Developments (Jersey) Limited (2)

George Francis Carter (3)

DATE

17th November

2011

PARTIES

- (1) The Minister for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Minister")
- (2) Hillary Developments (Jersey) Limited a limited liability company incorporated in Jersey with registered number 6136 and whose registered office in Jersey is situate at 13/14 Esplanade, St Helier, JE1 1BD ("the Owner")
- (3) George Francis Carter care of H A Pim Solicitor Appleby 13-14 Esplanade St Helier Jersey JE1 1BD ("the Hypothecator")

RECITALS

- 1 The Minister is the Minister of the States charged with the administration of the Law by whom the obligations in this Agreement are enforceable in accordance with the provisions of the Law.
- 2 The Owner warrants that it is the owner in perpetuity (à fin d'héritage) of the Site
- 3 The Hypothecator has an interest in the Site by virtue of three simple conventional hypothecs (*hypothèque conventionnelle simple*) dated 2nd July, 2010
- 4 The Owner submitted an application to the Minister for planning permission for the Development and having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Minister is minded to grant planning permission for the Development in the terms of the Planning Permit subject to the completion of this Agreement that provision should be made for regulating or facilitating the development or use of the Site in the manner hereinafter appearing and without such the Minister would not be so minded
- 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:

"Ancillary Start Up Costs"		means the costs of purchase of livery and insurance for the Qualifying Minibuses together with permits and passes for residents for a period of two years from commencement of the community transport (char-à-banc) service.
"Buffer Land"		means the area of land forming the western extremity of the Site intended to be conveyed to the neighbouring property owners and which will form an undeveloped area separating the Development from the adjoining properties the whole as is shown by means of hatching on Plan 2 annexed as part of the Sixth Schedule
"Bus Shelter Facilities"		means the erection of two bus shelters, together with all required infrastructure and ancillary works (other than the New Bus Shelter Land Infrastructure Works), to be carried out by the TTS Minister on St Saviour's Hill at bus stops to be agreed between the Minister and the TTS Minister one of which is to be located on the New Bus Shelter Land
"Care Home"		means the care home to be constructed on the Site as part of the Development and shown by means of hatching on Plan 3 annexed as part of the Sixth Schedule
"Care Home Use"		means use for the provision of residential

		accommodation and personal care for people in need of such care by reason of old age or physical or mental incapacity
"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
"Community Centre"		means the community centre to be constructed on the Site as part of the Development and shown by means of hatching on Plan 4 annexed as part of the Sixth Schedule
" Completion "		means completion of the Development or any part thereof as such completion shall be evidenced by the issue of a certificate of completion in respect of the Development or such part by the Minister pursuant to Article 28 of the Law (and "Completed" shall be construed accordingly)
"Development"		means the development of the Site in accordance with the Planning Permit
"Dwelling Unit"		means a residential unit (whether a Private Cottage, a bungalow or an apartment) forming part of the Development to be constructed pursuant to the Planning Permit but not the Warden's Unit
"East of Site Footpath Works"		means the creation of a new footpath within the Site to link the two sections of the Virtual Footpath according to a

		specification submitted to the Minister and approved by him (acting reasonably)
"East of Site Footpath Works Proportion"		means the sum of eight thousand pounds (£8,000)
"Eligible Person"		<p>means persons who are unable to afford housing accommodation on the open market (whether by renting or purchasing) and who are:</p> <p>(a) on those registers retained or referred to by the Minister for Housing from time to time in the discharge of that Minister's housing function; or</p> <p>(b) otherwise certified by the Minister for Housing at all times acting reasonably consistently with the discharge of his housing function as being eligible to reside in the Social Rental Affordable Housing Units</p> <p>and in each case discharging the requirements of paragraph 13 of the Third Schedule</p>
"Family Member"		means a member of the family of a person who is entitled by virtue of the terms of this Agreement to occupy a Dwelling Unit and for the purposes of this Agreement shall mean the brother, sister, daughter, son, step-child, parent, grandparent or grandchild of such person
"GST"		means goods and services tax under the Goods and Services Tax (Jersey) Law 2007
"Index"		means 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"		means interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time.
"Management Company"		means the management company responsible for the management and administration of the common areas and facilities at the Development
"New Bus Shelter Land"		means that part of the Site identified by hatching on the Plan 5 annexed as part of the Sixth Schedule
"New Bus Shelter Land Infrastructure Works"		means the construction of hardstandings and walls on the New Bus Shelter Land according to a specification submitted to the Minister and approved by him (acting reasonably)
"New Bus Shelter Land Infrastructure Works Proportion"		means the sum of six thousand five hundred pounds (£6,500)
"Nomination Agreement"		means an agreement between the Minister for Housing and the Social Rental Landlord for the nomination by the Minister for Housing of persons to occupy the Social Rented Affordable Housing Units
"North of Road Footpath"		means a footpath to be provided by the TTS Minister on the northern side of St Saviour's Hill
"North of Site Footpath Works"		means either of the following, at the election of the Owner:

		<p>(a) works of repair, reinstatement and maintenance (as applicable) to the retaining wall and bank the forming the northern boundary of the Site towards St Saviour's Hill so as to facilitate use of the existing footpath adjacent to the said boundary; or</p> <p>(b) the creation of a new footpath, within the Site, to supplement the footpath referred to at (a) above together with steps from the said new footpath to St Saviour's Hill,</p> <p>in either case according to a specification submitted to the Minister and approved by him (acting reasonably)</p>
" North of Site Footpath Works Proportion"		means the sum of twenty four thousand pounds (£24,000)
"NPO"		means a non-profit organization within the meaning of Article 1 of the Non-Profit Organizations (Jersey) Law 2008
"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
"Off Site Works Contribution"		means a financial contribution of one hundred and ninety five thousand five pounds (£195,500) (to be paid by the Owner to the Treasurer of the States) towards the provision by the TTS Minister of the North of Road Footpath the Pedestrian Crossing Facilities the Bus

		Shelter Facilities and the Virtual Footpath
"Other Development"		means the development known as 'Belvedere', Princes Tower Road, St Saviour
"Owner"		means Hillary Developments (Jersey) Limited
"Parish Parking Spaces"		means the eight (8) parking spaces for the use of the general public located on the eastern boundary of the Site towards La Chasse Brunet and shown by hatching on Plan 6 annexed as part of the Sixth Schedule
"Pedestrian Crossing Facilities"		means the provision by the TTS Minister of a pedestrian crossing facility on St Saviour's Hill in accordance with the requirements of the Minister and the TTS Minister
"Plan"		means any of the plans annexed to this agreement as part of the First Schedule or the Sixth Schedule
"Planning Permit"		the planning permission for the Development which the Minister intends (subject to the completion and registration of this Agreement) to issue in accordance with the form of the draft a copy of which is attached at the Second Schedule.
"Practical Completion"		issue of a certificate of practical completion of a relevant part of the Development by the Owner's architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that

		other party's architect
"Private Cottages"		means the one hundred (100) private cottages to be constructed on that part of the Site being Fields 516, 516A and 517 as part of the Development
"Public"		means the Public of the Island of Jersey.
"Qualifying Minibus"		means a minibus with a maximum of sixteen (16) passenger seats
"Royal Court"		means the Royal Court of Jersey
"Site"		means the property of the Owner as is more fully described in the First Schedule upon which the Development is to be carried out by the Owner and as shown by hatching on Plan 1
"Social Rented Affordable Housing Unit"		means one of the Dwelling Units comprising forty-eight (48) apartments and thirty-two (32) bungalows to be constructed on part of the Site being Field 518 as part of the Development and as shown by hatching on Plan 7 annexed as part of the Sixth Schedule, to be let by a Social Rental Landlord to persons identified in accordance with the nominations requirements of the Minister for Housing under a Nomination Agreement at rents set in accordance with the Minister for Housing's rental policy and on Social Rented Terms
"Social Rental Landlord"		shall mean: 1. the Public; or

		<p>2. a Parish; or</p> <p>3. a Housing Trust that is a NPO</p> <p>when discharging their function of providing housing for those persons whom the Social Rental Landlord considers suitable, having regard to the criteria set out from time to time by the States of Jersey or by the Minister for Housing as the case may be.</p>
"Social Rental Terms"		means terms that provide for Occupation only pursuant to a periodic weekly/monthly tenancy
"Transfer Trigger Date"		means three (3) months following Practical Completion of the thirtieth (30 th) bungalow to be constructed on part of the Site being Field 518 as part of the Development
"Travel Plan"		means the travel plan as contained within the approved document 'Appendix K – Transport' (States Reference EW) prepared by Peter Brett Associates which having assessed and taken into account all relevant legal considerations sets out objectives and targets for modal split of the use of transport and actions to reduce travel to and from the Development by private motor car with a range of measures and initiatives as are or may be reasonably appropriate in the circumstances for encouraging walking cycling using public transport or car sharing
"Travel Plan Coordinator"		means the Owner or a party appointed by the Owner who shall be from not later than the time that fifty per cent (50%) of the Dwelling Units are first Occupied the Management Company and charged with

		the responsibilities set out in the Fourth Schedule and the Travel Plan for identifying and co-ordinating the implementation of measures in the Travel Plan designed to reduce travel to and from the Development by private motor car
"TTS Minister"		means the Minister for Transport and Technical Services of the States of Jersey
"Virtual Footpath"		means a virtual footpath to be provided by the TTS Minister along the western edge of La Chasse Brunet from the junction of La Chasse Brunet and St Saviour's Hill to the north eastern corner (the more easterly) of the Site and from the junction of La Chasse Brunet and La Rue de Patier to the south eastern corner of the Site (a distance of approximately 188 metres)
"Warden's Unit"		that part of the Community Centre (and shown on as such on the approved drawings referred to in the Planning Permit) comprising a 2 bedroom apartment for the use by the person who has charge or care for managing and maintaining the Community Centre and/or the Care Home and/or the apartments and/or the common areas and facilities to be constructed as part of the Development
"Works Bond"		means a bond from a financial institution approved by the Minister (acting reasonably) in favour of the Treasurer of the States in the amount of thirty eight thousand five hundred pounds (£38,500) should the TTS Minister need to carry out all or any of 1) the East of Site Footpath Works 2) the New Bus Shelter Land Infrastructure Works 3) the North of Site

		Footpath Works following an unremedied default (for whatever reason or circumstance) by the Owner to carry out the same
"Works of Public Art or Craft"		means a work or works of art visible to the general public whether as part of a building or free standing including where appropriate sculpture street furniture lighting effects paving railing and signs landscaping and/or architectural detailing

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 or the TTS 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 Owner under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Minister against the Owner.

4 CONDITIONALITY

Save for the provisions of Clauses 7.1, 9, 13 and 15, which shall come into effect immediately, this Agreement is conditional upon:

- (i) the grant of the Planning Permit; and
- (ii) this Agreement being recorded as registered in the Royal Court as evidenced by an Act of the said Court.

5 OWNER'S COVENANTS

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

6 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.

7 MISCELLANEOUS

7.1 The Owner shall pay to the Minister on completion of this Agreement the reasonable legal costs of the Minister incurred in the negotiation, preparation and completion of this Agreement.

7.2 Where the agreement, approval, consent or expression of satisfaction is required by the Owner 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 Minister 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.

- 7.3 Save as otherwise expressly provided for in this Agreement any notices 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.
- 7.4 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 7.5 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, 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;
- 7.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.7 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 7.8 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Minister and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Minister by any of the obligations or covenants by the Owner in favour of the Minister under this Agreement are in addition to any of the Ministers' statutory powers under the Law
- 7.9 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from the Public (whether in its public or private capacity) or the Parish of St Saviour (whether in its public or private capacity) or any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes
- 7.10 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care

upon the Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein

7.11 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

7.12 All communications and notices served or made under this Agreement shall be in writing.

8 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.

9 CHANGE IN OWNERSHIP

The Owner agrees with the Minister to give the Minister written notice (as soon as reasonably practical following such change) of any change in ownership of any of their interest in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan but this obligation shall not extend to the disposal of 1) individual Dwelling Units to a purchaser for his own, his family or his tenant's Occupation 2) the Buffer Land 3) the Parish Parking Spaces to the Parish of St Saviour 4) the Social Rented Affordable Housing Units to a Social Rental Landlord

10 HYPOTHECATORS CONSENT

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

11 INDEXATION

Any sum referred to in the Third 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 Deed 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, and description of the Site

the site of the main house formerly known as "Patier" with the lawns, gardens, avenues, buildings and "Le Jardin Potager" depending therefrom; the site of certain buildings, yard and gardens formerly depending from the house known as "Patier Lodge"; the site of "La Maison de Ferme de Patier" with the buildings, ladders widths, stacking area, yard, issues and avenues depending therefrom; the site of the buildings being formerly "La Maison de Patier" (all the above buildings comprised within the property having been demolished); the field known as "Le Grand Clos de Patier" (numbered 518 on the Jersey Digital Map) with the roadway depending therefrom; the field known as "Le Petit Clos de Patier" (numbered 517 on the Jersey Digital Map); and the fields known as "Le Jardin à Potage", "Le Jardin de la Fosse", "Le Clos de la Ruelle" and "Le Clos de Besnard" (all numbered 516 and 516A on the Jersey Digital Map). THE WHOLE having the UPRNs 69208581, 69217624, 69217625 and 69217626 (the "Property") with the party ownership (without offset) of a boundary stone (described below) of the west towards the property "Meribel", the party ownership (without offset) of four boundary stones (described below) of the west and of the north towards the property "Plaine Haute", the party ownership of two boundary stones (described below) of the west towards the properties "Garth Cottage", "La Huppe", "Coramar", "La Paloma" and "Venmoor", the ownership (without offset) of the wall and bank of the north towards the main road "St Saviour's Hill", the ownership of the bank and offset of the east towards the parish road "La Chasse Brunet", the party ownership (without offset) of a boundary stone (described below) of the south towards the property 15 "La Chasse Gardens", the party ownership of the bank and of the row of trees of the south towards the properties 14, 15, 17, 18, 19, 20, 21 and 22 "Clos de Patier", the party ownership of the row of shrubs and of two boundary stones (without offset) (described below) of the east towards the property 1 "Clos de Patier", the party ownership (without offset) of two boundary stones (described below) and ownership (without offset) of the retaining wall of the east all towards the property "Patier Lodge" and the ownership of the wall, bank and offset of the south towards the parish road "Patier Road". THE PROPERTY joins partly by the west to the property "Meribel" (formerly "Glencoy") belonging to Thomas Edward Bowen (having right by two contracts

of purchase both dated 19th June 1981 from Grace Lorraine Le Monnier, née Golding, and from the Owner), partly by the west (by two sections) and partly by the north to the property "Plaine Haute" (formerly "Stapley") belonging to Jeannine Marie Hopwood, née Gouédard, (having right as follows:- to an undivided half share by two contracts of purchase both dated 23rd June 1978 from George John Stapley Rickett and from the Owner and to the other undivided half share as devisee to the will of immovable property with codicils thereto of her late sister Angelina Marie Thérèse Seaward, née Gouédard, registered by Act of the Royal Court dated 4th December 1985, which deceased had right by the two above contracts of purchase dated 23rd June 1978), partly by the west to the property "Garth Cottage" belonging to John Hutton and Frances Mary Hutton, née Bishop, his wife, (having right by contract of purchase dated 14th October 2005 from Paul Matthias Rogan), partly by the west to the property "La Huppe" (formerly "Rusthall") belonging to Charles Orange Le Couteur (having right as residual devisee to the will of immovable property of his late uncle Melvin Charles Green registered by Act of the Royal Court dated 25th May 2000, which deceased had right, jointly with his late wife Phyllis Gartrell Green, née Le Couteur, who predeceased him, by contract of purchase dated 28th December 1946 from Raymond Arthur Sebire), partly by the west to the property "Coramar" belonging to Mirto Sappe and June Rosalie Sappe, née Sparks, his wife, (having right by contract of purchase dated 18th December 1998 from Jane Constance Sappe, née Martin), partly by the west to the property "La Paloma" (formerly "Binkham") belonging to Desmond Charles Bickley and Mildred Joan Bickley, née Walters, his wife, (having right by contract of purchase dated 8th March 1974 from Alwyn John Quenault), by the remainder of the west to the property "Venmoor" belonging to Eileen Maud Syvret (having right as devisee to the will of immovable property of her late father Adolphus Clifford Syvret registered by Act of the Royal Court dated 3rd April 1984, which deceased had right by contract of purchase dated 8th August 1936 from Thomas Philip Mourant), partly by the east to the property 1 "Holm Isla" belonging to Hans Alois Hiller and Lorraine Mary Garnier, née Holie, (having right by contract of resignation dated 24th September 2004 from Paul Deveau), partly by the east, partly by the south (by a small section) and partly by the north to the property "Briarley" belonging to Brian John Dorey and Colette Maryse Dorey, née Le Dantec, his wife, (having right by contract of purchase dated 7th December 1973 from Louis Eugene Le Dantec), partly by the north to the property 2 "Grainville Mews" belonging to Nigel David Cave and Belinda Janice Cave, née

Thelwell, his wife, (having right by contract of purchase dated 30th April 2004 from Clive Feltham-Fletcher and Margaret Jane Feltham-Fletcher, née Owen, his wife), partly by the north to the property 1 "Grainville Mews" belonging to Steven Laurie Dicker and Lucy Elizabeth Dicker, née MacDonald, his wife, (having right by contract of purchase dated 19th November 2004 from Christopher Robert Bestwick and Marilyn Bestwick, née Mousdale, his wife), partly by the north to the property 6 and 6A "Isla Avenue" (which includes a private roadway known as "Isla Avenue" and two garages in the south-western corner of the roadway) belonging to Yvonne Bennett Stead, née Amy, (having right as follows:- to an undivided third share as one of the devisees to the will of immovable property of her late father Mark Le Quesne Amy registered by Act of the Royal Court dated 23rd January 1981 and to the other undivided two third shares by contract of purchase dated 24th April 1998 from Godfray Bennett Amy and Janine Bennett Stayte, née Amy, her brother and sister), partly by the north to the property "Tamalain" belonging to Eve Joan Morcombe, née Devenish, (having right, jointly with her late husband Francis Nicolle Morcombe, who predeceased her, partly by contract of resignation dated 19th October 1979 from David Eldon Le Cornu and partly by contract of purchase dated 12th August 1988 from Ruby Louisa Morcombe, née Nicolle), partly by the north to a roadway and land (previously forming the southern part of the property "Colva Lodge", formerly "El Hogar") belonging to the heirs at law of the late Francis Nicolle Morcombe (the deceased having right as devisee to the will of immovable property of his late mother Ruby Louisa Morcombe, née Nicolle, registered by Act of the Royal Court dated 9th December 1993, which deceased had right not only as devisee to the will of immovable property of her late husband Fred Granville Morcombe registered by Act of the Royal Court dated 7th May 1960 but also by virtue of the terms of a contract of arrangement between her and Francis Nicolle Morcombe dated 2nd July 1960, the late Fred Granville Morcombe had right, amongst other property, by contract of purchase dated 12th February 1955 from Marion Elizabeth Comber, née Heppelthwaite), partly by the south (by two sections) and by the east-south-east or thereabouts to a private roadway (serving the development known as "La Chasse Gardens") belonging to "Patier "2000" Ltd" (having right, amongst other land, by contract of purchase dated 20th October 2000 from the Owner), partly by the south (by a small section) to a private roadway (also serving the development "La Chasse Gardens") belonging in common to the owners of the properties 1 to 17 inclusive "La Chasse Gardens" (all in right of "Patier "2000" Ltd"), partly by the

south to the property 17 "La Chasse Gardens" belonging to Denis Eric Philippe (having right by contract of purchase dated 25th May 2001 from "Patier "2000" Ltd"), partly by the south to the property 16 "La Chasse Gardens" belonging to Steven Michael O'Malley and Gail Dawn O'Malley, née Lawford, his wife, (having right by contract of purchase dated 19th April 2002 from "Patier "2000" Ltd"), partly by the south to the property 15 "La Chasse Gardens" belonging to Iris Betty Beaumont (having right by contract of purchase dated 21st June 2002 from Timothy James Colclough), partly by the south and partly by the east to a strip of land (lying to the west of part of the property 15 "La Chasse Gardens") belonging to "Patier "2000" Ltd" (having right as aforesaid), partly by the south to the property 14 "Clos de Patier" belonging to Joan Doris Beckford, née Grimshaw, (having right partly by contract of purchase, jointly with her late husband Herbert Clifford Beckford, who predeceased her, dated 14th July 1978 from the Owner and partly by contract of gift dated 15th June 2001 from "Patier "2000" Ltd"), partly by the south to the property 15 "Clos de Patier" belonging to Victor David Perron and Isabel Mary Perron, née Goodyear, his wife, (having right by contract of purchase dated 12th December 2008 from Yvonne Louise Marie Williams, née Potigny), partly by the south to the property 17 "Clos de Patier" belonging to Januario Oscar de Freitas Vitor and Elia Maria de Franca Vitor, née Caldeira, his wife, (having right by contract of purchase dated 16th July 2010 from David Leslie Medder and Jean Elizabeth Medder, née Noel, his wife), partly by the south to the property 18 "Clos de Patier" belonging to Davide Aldo Vitalini (having right by contract of purchase dated 28th October 2005 from William Barry Hill and Betty Evelyn Hill, née Daubney, his wife), partly by the south to the property 19 "Clos de Patier" belonging to Francis Edward John Perchard and Alice Elizabeth Perchard, née Jones, his wife, (having right by contract of purchase dated 18th June 1993 from John Joseph Murphy and Janice Susan Murphy, née Le Monnier, his wife), partly by the south to the property 20 "Clos de Patier" belonging to Alan John Blackwell (having right partly by contract of purchase, jointly with Jane Louise Mahoney, dated 24th November 1995 from Mark Gareth Williams and Shirley Margaret Williams, née Hodges, his wife, and partly by contract of purchase of proprietary rights dated 26th April 2002 from Jane Louise Mahoney), partly by the south to the property 21 "Clos de Patier" belonging to Philip Francis Godel and Ann Betty Godel, née Godel, his wife, (having right by contract of purchase dated 7th June 1985 from Franz Herman Zonta), partly by the south, partly by the south-east and partly by the east to the property 22 "Clos de Patier" belonging to

Michael Christopher Dwyer and Elizabeth Catherine Dwyer, née Lenehan, his wife, (having right partly by contract of purchase dated 21st November 1986 from "Valdu Investments Limited" and partly by contract of purchase dated 14th September 1990 from the Owner), by the south-west, partly by the south, by the remainder of the south-east and partly by the east to a private roadway (hereinafter described and hereby sold) in the development "Clos de Patier", partly by the east to the property 1 "Clos de Patier" belonging to "Valdu Investments Limited" (having right, second corpus fundi, by contract of purchase dated 2nd March 1979 from the Owner), partly by the east to the property "Patier Lodge" belonging to Ian Dougal Campbell and Margaret Anne Campbell, née Bridgeford, his wife, (having right by contract of purchase dated 17th February 2006 from Stephen Hassett and Karen Joy Hassett, née Lowery, his wife) and bordering by the remainder of the north or thereabouts onto the main road "St Saviour's Hill", by the remainder of the east onto the parish road "La Chasse Brunet" and by the remainder of the south onto the parish road "Patier Road".

The whole as shown for the purposes of identification on Plan 1.

PLAN 1

Rev	Description	Date	Drawn	Checked	Drawn
1	Issue for RFP	10/11/11	AD	AD	AD

Notes:
 All dimensions are to be taken from the drawing, unless otherwise stated.
 The drawing is to be used for the purpose of tender only. It is not to be used for construction.
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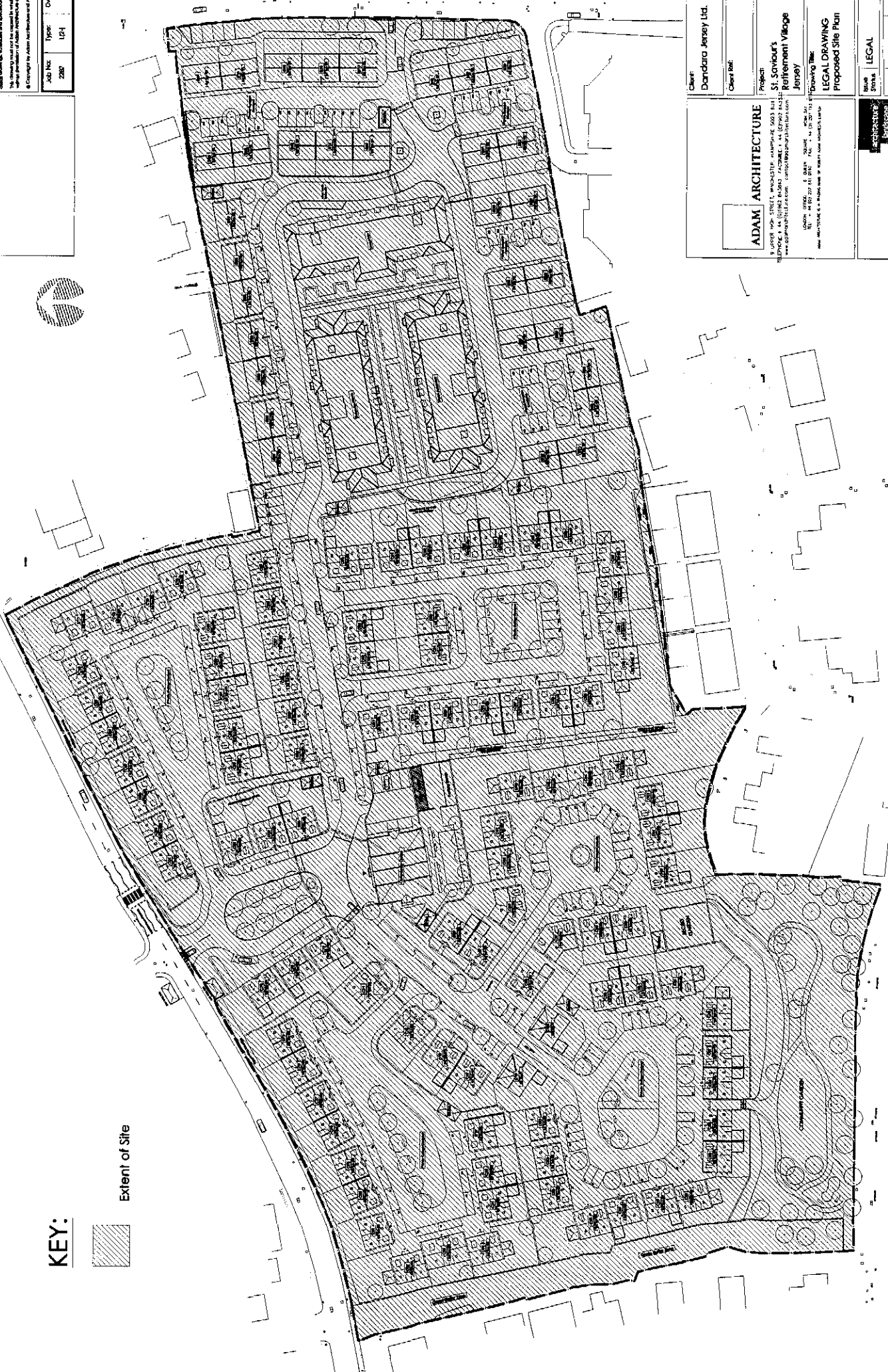
Job No:	2287	Drawn No.:	U
Type:	UP2	UT:	U



KEY:



Extent of Site



Client:	Dandara Jersey Ltd.
Client Ref:	
Project:	St. Saviour's Retirement Village Jersey
Project Co-ordinator:	LEGAL DRAWING Proposed Site Plan
Issue:	LEGAL
Scale:	A4 (nbs)
Date:	OCT'11
Project Co-ordinator:	IMCD
Job No.:	2287
Type:	UP2
Drawn No.:	U
Revision:	U

ADAM ARCHITECTURE
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ADAM ARCHITECTURE IS A REGISTERED MEMBER OF THE ASSOCIATION OF ARCHITECTS (AIA)

SECOND SCHEDULE
The Planning Permit

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

John Leveridge
Axis Mason Limited
3 Mulcaster Street
St Helier
Jersey JE2 3NJ

Planning Application Number P/2010/1901
Property Number 16840

Dear Sir/Madam

Application Address:	Fields 516, 517 & 518, La Rue de Patier, St. Saviour.
Description of Work:	Construct retirement village comprising 44 No. private apartments, 58 No. social rented apartments, 86 No. private cottages, 30 No. social rented bungalows, 21 No. room care home and community centre. Model Available. EIA Submitted. AMENDED PLANS: Construct retirement village comprising 100 No. private cottages, 32 No. social rented bungalows, 48 No. social rented apartments, 42 bed care home and community centre. Model revised and available. Revised EIA submitted. AMENDED PLANS: Alterations to layout. AMENDED PLANS: Alterations to boundary treatments and additional landscaping details.

Please find enclosed notice of The Minister for Planning & Environment's decision regarding the above application.

Please note that the Conditions imposed on the Permit are important and should be strictly adhered to and any subsequent changes to the development which may affect the requirements of the Conditions should be notified to the Minister for Planning and Environment as soon as possible.

Failure to comply with the attached Conditions may result in the Minister for Planning and Environment instigating Enforcement Action.

Yours faithfully

Encl.

Planning Application Number P/2010/1901

Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

IMPORTANT NOTICE

This notice gives permission under Article 19 of the Planning and Building (Jersey) Law 2002, as amended. In accordance with Article 24(l) of the Law the grant of this permission enures (except insofar as the permission otherwise provides) 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.

The development stated below may also require Building consent under Article 34, 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 who will be pleased to help.

The Minister for Planning & Environment, having considered your application hereby GRANTS PERMISSION TO DEVELOP LAND¹ under Article 19 of the Planning and Building (Jersey) Law 2002.

Construct retirement village comprising 44 No. private apartments, 58 No. social rented apartments, 86 No. private cottages, 30 No. social rented bungalows, 21 No. room care home and community centre. Model Available. EIA Submitted. AMENDED PLANS: Construct retirement village comprising 100 No. private cottages, 32 No. social rented bungalows, 48 No. social rented apartments, 42 bed care home and community centre. Model revised and available. Revised EIA submitted. AMENDED PLANS: Alterations to layout. AMENDED PLANS: Alterations to boundary treatments and additional landscaping details.

To be carried out at:

Fields 516, 517 & 518, La Rue de Patier, St. Saviour.

PLEASE NOTE

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

APPROVED

Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2010/1901

The proposed development is considered to be acceptable having due regard to the relevant policies of the Adopted Island Plan 2011, together with other relevant policies and all other material considerations, including the consultations and representations received. In this case, the proposed retirement village development is regarded as acceptable because it accords with Policy H2 and Projet P.75/2008 and subsequent Development Brief to provide good quality accommodation, care facility and support for the Island's ageing population.

In addition, the representations raised to the scheme have been assessed. Consideration has been given to the character of the area and the potential harm to the amenities of the neighbouring residents and on balance these issues were found not to be unreasonable, and the Minister has by conditions imposed upon this permission and a Planning Obligation Agreement sought to control and mitigate any potentially unreasonable impacts.

Subject to compliance with the following conditions and approved plan(s):

Standard Condition

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

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

Condition(s):

1. The development shall be carried out strictly in accordance with the deposited plans and drawings except as required to meet the terms of Conditions 9, 15, 16, 18, 20 and 21 below. No variations shall be made without the prior written approval of the Minister for Planning and Environment.
2. Prior to the commencement of development, a Demolition and Construction Environmental Management Plan shall be submitted to and approved by the Minister for Planning and Environment. The Demolition and Construction Environmental Management Plan shall be thereafter implemented in full until completion of the development and any variations agreed in writing

APPROVED

Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2010/1901

by the Minister for Planning and Environment prior to such work commencing. The Plan shall secure an implementation programme of mitigation measures to minimise the adverse effects of the proposal, and shall include:

- i) A demonstration of compliance with best practice in relation to noise and vibration control, and control of dust and emissions;
- ii) Details of a publicised complaints procedure, including office hours and out-of-hours contact numbers;
- iii) Specified hours of working to be restricted to 0800-1800 Monday to Friday and 0800-1300 Saturdays and not at all on Sundays or Public Holidays;
- iv) Details of any proposed crushing/ sorting of waste material on site;
- v) Any other negative impacts arising from the Environmental Impact Statement [States Reference EE and EF] hereby approved.

3. Prior to the commencement of the development, the final Waste Management Plan shall be submitted to and approved in writing by the Minister for Planning and Environment. The Plan shall be implemented in full and any variation to the Plan having been agreed in writing with the Minister for Planning and Environment before the work is undertaken.

4. Unless otherwise agreed in writing with the Minister for Planning and Environment, the architect for the development as approved shall be retained for the duration of the construction period. The architect (or another architect approved by the Minister for Planning and Environment in writing before engagement), shall provide written confirmation to the Minister for Planning and Environment of the standard of construction for each dwelling unit prior to first occupation, together with a written endorsement/confirmation of the satisfactory final completion of the scheme.

5. Within 6 months of the commencement of development, samples of all the materials to be used in the construction of the new development shall be submitted to and approved in writing by the Minister for Planning and Environment. The retained architect for the scheme is to specify all materials including windows, downpipes, hoppers, gutters, railings, roof materials, render finish and road/footpath/driveway surfacing. The approved scheme shall be implemented in full and shall be retained and maintained as such.

6. Notwithstanding the provisions of the Planning and Building (General Development) (Jersey) Order 2011 (or any order revoking and re-enacting that order with or without modification), the following development shall not be undertaken to the any of the dwellings hereby approved without express

APPROVED

Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2010/1901

planning permission first being obtained from the Minister for Planning and Environment:

- i) Extension to the dwelling (to include a conservatory);
- ii) Free standing buildings within the curtilages of the dwelling units;
- iii) Loft or garage conversions;
- iv) Addition or alteration to the roof;
- v) Erection of a porch;
- vi) Any windows or dormer windows;
- vii) Hard surfacing;
- viii) Container for the storage of oil;
- ix) Satellite antenna, and
- x) Fences, gates, retaining structures or walls.

7. Notwithstanding the provisions of the Planning and Building (General Development) (Jersey) Order 2011 (or any order revoking and re-enacting that order with or without modification), no change of use is permitted of the care home and community centre without express planning permission first being obtained from the Minister for Planning and Environment.

8. A work of art shall be delivered in accordance with the advice of the appointed Approved Art Advisor and the Percentage for Art Statement [States Reference BW] which has been submitted to and approved by the Minister for Planning and Environment. The work of art must be installed prior to the first use/occupation of the development hereby approved unless otherwise agreed in writing.

9. Notwithstanding the details on the approved plans, the zebra crossing at St Saviours Hill is not approved.

10. Prior to the first occupation of the development hereby permitted visibility lines at the St Saviours Hill and La Chasse Brunet accesses must be provided in accordance with the approved drawings. A visibility clearway must be permanently retained, measured in horizontal section of 2.4 metres by 43 metres and in vertical section of 0.9 metres to 3.66 metres above road level.

11. No dwelling shall be occupied until the respective car parking spaces and manoeuvring area for each particular dwelling has been provided to the satisfaction of the Minister for Planning and Environment. Such areas shall, thereafter be permanently retained for the purposes of parking / manoeuvring.

APPROVED

Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2010/1901

12. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister for Planning and Environment, a scheme of landscaping, which 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 and on adjoining land within the same ownership;
- 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 or features to be created, for example, any excavation works, surfacing treatments, or means of enclosure;
- iv) the measures to be taken to protect existing trees and shrubs;
- v) the arrangements to be made for the maintenance of the landscaped areas;
- vii) details of proposed hedgerow planting to include strengthening of site boundaries where appropriate, and
- vii) grassland management.

The approved scheme shall be undertaken within the first available planting season and any trees which die, are removed or become seriously diseased within a period of five years from the date the planting first takes place, shall be replaced in the next planting season with others of a similar size and species.

The Landscape Architect (or another Landscape Architect approved by the Minister for Planning and Environment in writing before engagement), shall give written confirmation to the Minister for Planning and Environment that they are satisfied that the works are completed in accordance with the approved plans and the quality of the materials and workmanship is of the highest order.

13. Prior to the commencement of the development, an ecology survey shall be undertaken by a suitably qualified and competent person approved by the Minister for Planning and Environment and shall include:

- i) confirmation as to which species are present or likely to be present;
- ii) an estimation of population size;
- iii) an assessment of the importance of the site in terms of population of the species affected and the likely effect of the development on such population;
- iv) how the species make use of the site and whether there are connections to adjoining land or sites;
- v) consideration should be given to non-breeding habitats upon which species present may depend.

APPROVED

Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2010/1901

Should the evidence of any protected species on site be verified, development may not commence until adequate mitigation measures and procedures have been submitted to and approved in writing by the Minister for Planning and Environment. Such mitigation measures shall be implemented in full.

14. No tree felling or hedge removal or any clearance works shall be undertaken between the period 1st March to 31st July in any calendar year unless a written statement has been submitted from a qualified and competent person confirming that there are no nesting birds or other protected wildlife in any of the trees or hedgerows to be felled or removed. The written statement shall be submitted to and approved by the Minister for Planning and Environment at least 5 working days in advance of any felling or clearance works.

15. Notwithstanding the details on the approved plans, the existing bank, vegetation and trees along the northern boundary abutting St Saviours Hill shall be retained until a scheme detailing the precise works to this bank are submitted to and approved in writing by the Minister for Planning and Environment.

16. Notwithstanding the details on the approved plans and documents, vehicular and pedestrian access shall be maintained at all times between the development on Fields 516, 516a, 517 and 518 and retained in perpetuity. At no point shall the road between Fields 517 and 518 (plot no. C59, C60 and B01) be gated or barriers introduced.

17. Before the development commences, precise details of the surface and foul water drainage shall be submitted to and approved by the Department. The approved scheme shall be implemented in full prior to first occupation of each phase and shall thereafter be retained and maintained as such.

18. The stair landing windows on the rear elevations of Cottages C11-C14 and C67-C70 shall be fitted with obscure glazing (and not applied film) and shall be retained as such thereafter.

19. Notwithstanding the information on the submitted drawings, within 6 months of the commencement of development details of separated waste facilities, communal satellite television reception system (or other communications infrastructure), electric car charging points and proposed

APPROVED

Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2010/1901

rainwater harvesting, shall be submitted to and approved in writing by the Minister for Planning and Environment, to be thereafter implemented prior to first occupation and maintained in perpetuity.

20. Notwithstanding the details on the approved plans, there shall be no access, pedestrian or vehicular, to Clos de Patier in perpetuity.

21. Notwithstanding the details on the approved plans, rising bollards shall be installed at the access to La Chasse Brunet, upon the completion of the access and prior to the occupation of the cottages and apartments on Field 518, to the satisfaction of the Minister for Planning and Environment. The bollards shall be raised to restrict vehicular access, except for Emergency Vehicles, to La Chasse Brunet during peak hours, being 07:30-09:30 and 16:30-18:30 Monday to Friday inclusive. The Minister reserves the right to review the peak hours, in terms of their sufficiency.

Reason(s):

1. For the avoidance of doubt and in accordance with the requirements of Policies GD1 of the Adopted Island Plan 2011.
2. To ensure the development does not have an unreasonable impact on public health or the wider environment and to accord with Policies GD1 and H6 of the Adopted Island Plan 2011.
3. For the avoidance of doubt and in accordance with the requirements of Policies WM1 of the Adopted Island Plan 2011.
4. To safeguard the visual amenities of the area and to ensure the use of appropriate detailing in accordance with the requirements of Policies GD1 and GD7 of the Adopted Island Plan 2011.
5. To safeguard the character and appearance of the area and in accordance with the requirements of Policies GD1 and GD7 of the Adopted Island Plan 2011.
6. To enable the Minister for Planning and Environment to control the development and so safeguard the character and visual amenities of the area and to ensure that adequate private amenity space is retained within the curtilage of the dwelling in compliance with the requirements of Policies GD1 and H6 of the Adopted Island Plan 2011.

APPROVED

Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2010/1901

7. To enable the Minister for Planning and Environment to control the development and so safeguard the purpose for which the site was rezoned in compliance with the requirements of Policy GD1 of the Adopted Island Plan 2011.
8. To ensure the satisfactory provision of public art and to accord with the provisions of Policy GD8 of the Adopted Island Plan 2011.
9. The zebra crossing is considered not safe by TTS who are seeking the provision of a pedestrian refuge island, which may need to be accounted for in the proposed highway works, and to accord with Policies GD1 and H6 of the Adopted Island Plan 2011.
10. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011.
11. To ensure that the site has adequate car parking facilities in accordance with Policies GD1 and H6 of the Adopted Island Plan 2011.
12. To safeguard the character and appearance of the area in accordance with the requirements of Policies GD1 and NR1 of the Adopted Island Plan 2011.
13. To ensure protection of any protected species in accordance with the requirements of Policies GD1 and NR2 of the Adopted Island Plan 2011.
14. To ensure the protection of any nesting birds and any recognised species in accordance with the requirements of Policy GD1 and NR1 of the Adopted Island Plan 2011.
15. To safeguard the character and appearance of the area in accordance with the requirements of Policies GD1 and NR1 of the Adopted Island Plan 2011.
16. To protect against segregated development and to ensure satisfactory movement through the site, to accord with Policies GD1 and H6 of the Adopted Island Plan 2011.
17. To ensure satisfactory drainage arrangements in accordance with the requirements of Policies GD1 and NR1 of the Adopted Island Plan 2011.

APPROVED

Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2010/1901

18. To protect the amenities of adjoining neighbours and to accord with Policies GD1 and H6 of the Adopted Island Plan 2011.
19. In the interest of sustainable development and adequate service infrastructure, and to accord with Policies GD1 and H6 of the Adopted Island Plan 2011.
20. To protect the amenities of adjoining neighbours and to accord with Policies GD1 and H6 of the Adopted Island Plan 2011.
21. To prevent unacceptable levels of peak traffic on La Chasse Brunet and to protect the amenities of the surrounding residents, in accordance with Policy GD1 of the Adopted Island Plan 2011.

FOR YOUR INFORMATION:

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

- A: Location Plan
C: Existing Site Plan
D: Existing Site Section, 1-1
E: Existing Site Sections, 2-2 & 3-3
F: Existing Site Sections, 4-4 & 5-5
G: Existing Site Sections, 6-6 & 7-7
H: Existing Site Sections, 8-8, 9-9 & 10-10
I: Existing Site Section 11-11
M: Community Centre Plans
N: Green House, Potting Shed, Bin Store Pavilion and Bin Stores
O: Community Centre Elevations and Sections
AI: Community Centre - Key Details
AJ: Cottages Street Elevations
BW: Percentage for Art Statement
CG: Parish Apartments & Nursing Home Block S1, S2 & N Basement Layout
CH: Parish Apartments and Nursing Home Blocks, S1, S2 & N Ground Floor Plan
CI: Parish Apartments & Nursing Home Blocks S1, S2 & N First Floor Plan
CJ: Parish Apartments and Nursing Home Blocks S1, S2 & N Second Floor Plan
CK: Parish Apartments & Nursing Home Blocks S1, S2 & N Roof Plan
CL: Private Cottages Type 1A, C29, C32, C36, C38, C39, C40, C41, C42, C61, C62, C65, C66, C85, C86, C89, C90, C91

APPROVED

Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2010/1901

CM: Private Cottages Type 1B, C19, C20, C21, C72, C74, C92, C93
CN: Private Cottages Type 1C, C16, C17, C87, C88, C96, C97, C99
CO: Private Cottages Type 1D - C01, C02, C49, C52, C53, C63, C64
CP: Private Cottages Type 1E, C60
CQ: Private Cottages Type 2A, C73
CR: Private Cottages Type 3A, C54, C59
CS: Private Cottages Type 3B, C55, C56, C57, C58, C81
CT: Private Cottages Type 3B, C75 & C76
CU: Private Cottages Type 3C, C06 & 07, C08 & 09
CV: Private Cottages Type 3C, C10
CW: Private Cottages Type 3C & 4, C04 & C05
CX: Private Cottages Type 3D, C71 & C15
CY: Private Cottages Type 3E, C77 & C78, C79 & C80
CZ: Private Cottages Type 3F, C22
DA: Private Cottages Type 3H, C47, C48
DB: Private Cottages Type 3J, C94 & C95
DC: Private Cottages Type 5A & 5B, C11 - C14
DD: Private Cottages Type 5A & 5B, C11 - C14
DE: Private Cottages Type 6A & 6B, C67 - C70, C25, C28, C33, C34
DF: Private Cottages Type 6A & 6B, C67-C70, C25, C28, C33, C34
DG: Private Cottages Type 7A C03
DH: Private Cottages Type 7B C50 & C51
DI: Private Cottages Type 8A & 8B, C43 - C46
DJ: Private Cottages Type 8A & 8B, C43-C46
DK: Private Cottages Type 9A, 9B & 9C, C82, C84
DL: Private Cottages Type 9A, 9B & 9C, C82 - C84
DM: Private Cottages Type 2B C30, C31
DN: Private Cottages Type 14 C18, C100
DO: Private Cottages Type 01F, C26, C27, C35
DP: Private Cottages Type 10, C37, C98
DQ: Private Cottages Type 3K C23, C24
DR: Parish Bungalows Type 13A
DS: Parish Bungalows Type 13B
DV: MasterPlan
DZ: Parish Apartments and Nursing Home Blocks S1, S2 & N West & East Elevations
EA: Parish Apartments and Nursing Home Block S1, S2 & N Section B-B, South Elevation
EB: Parish Apartments and Nursing Home Blocks S1, S2 & N Section A-A, North Elevation

APPROVED

Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2010/1901

EC: Parish Apartments and Nursing Home Blocks S1, S2, & N Section C-C, Parish East Elevation
ED: EIS Non Technical Summary
EE: Environmental Impact Statement Vol. 1
EF: Environmental Impact Statement Vol. 2
EG: Parish Apartments and Retirement Home Sketch Views
EJ: Proposed Boundary Treatments Site Sections
EK: Proposed Boundary Treatments Site Sections
EM: Proposed Site Sections D-D
EN: Proposed Site Sections A-A, B-B & C-C
ES: Proposed Highway Works to La Chasse Brunet
EU: Design Statement
EV: Landscape Statement
EY: Townshend Masterplan
EZ: Soft Landscape Plan
FA: Surface Finishes Plan
FF: Sustainable Homes Report
FG: Proposed Junction Highways Works and Vehicular Tracking
FH: Proposed Site Plan
FI: Proposed Site Plan Boundary Treatment
FJ: Proposed Site Plan Car Parking Strategy
FK: Proposed Site Plan Refuse Strategy
FL: Proposed Site Plan Pedestrian Movement Strategy

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

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

Signed

for Director

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THIRD SCHEDULE

The Owner's Obligations with the Minister

The Owner in regard to the Site covenants, agrees and undertakes as follows:

- 1 Not to Commence the Development until the Owner has given to the Minister twenty-eight (28) days' notice in writing of its intention so to do.
- 2 That one hundred (100) of the Dwellings Units to be constructed on the Site shall be Private Cottages for sale.
- 3 That eighty (80) of the Dwelling Units to be constructed on the Site shall be Social Rented Affordable Housing Units.
- 4 Not to Occupy more than seventy-two per cent (72%) of the Private Cottages comprised in the Development until such time as:
 - (a) the Owner shall have complied with its obligation under paragraph 10 below to transfer thirty (30) of the Social Rented Affordable Housing Units to the Parish of St Saviour;
 - (b) the Owner shall have complied with its obligation under paragraph 11 below to transfer the Parish Parking Spaces to the Parish of St Saviour; and
 - (b) the Community Centre, the Care Home, and the remaining Social Rented Affordable Housing Units to be constructed as part of the Development have reached Practical Completion and are ready for occupation for their respective permitted uses.

SOCIAL HOUSING

- 5 The Social Rented Affordable Housing Units may only be sold or transferred to a Social Rental Landlord, for rental to Eligible Persons on the criteria as set out in paragraph 13 below.
- 6 The Social Rented Affordable Housing Units may only be used or Occupied pursuant to a Nomination Agreement on Social Rented Terms and shall only be occupied by Eligible Persons in pursuance of

arrangements made between the occupier of each unit of accommodation and the Social Rental Landlord.

- 7 Not to Occupy or permit to be Occupied more than seventy-two per cent (72%) of the Private Cottages until:
 - a. all Social Rented Affordable Housing Units have been constructed and are ready for Occupation;
 - b. the land on which Social Rented Affordable Housing Units (other than those referred to in paragraph 10 below) are provided has been transferred to a Social Rental Landlord; and
 - c. the Minister has received written confirmation from the Owner that the Social Rented Affordable Housing Units are ready for Occupation and that the land referred to in b. above has been transferred to a Social Rental Landlord.

- 8 The Owner covenants to provide a vehicular access and foul and surface water sewers and water gas electricity and telecommunication service systems for the Social Rented Affordable Housing Units linking in each case to the estate roads sewers and service systems to be constructed and laid as part of the Development and connected ultimately to highways and sewers maintainable at the public expense.

TRANSFERS TO THE PARISH OF ST SAVIOUR

- 9 The Transfer Trigger Date shall be notified in writing to the Parish Secretary for St Saviour and to the Minister. Written receipt from each of them shall require to be given to the Owner.

- 10 No later than the Transfer Trigger Date thirty (30) of the bungalows which comprise the Social Rented Affordable Housing Units shall be transferred to the Parish of St Saviour free of charge for rental on Social Rental Terms to persons meeting the required qualifications as set out in paragraph 6 above.

- 11 No later than the Transfer Trigger Date the Parish Parking Spaces shall be completed and transferred to the Parish of St Saviour free of charge.

- 12 If by the Transfer Trigger Date the property assets or any of them referred to in paragraphs 10 and 11 above have not been transferred to the Parish of St Saviour then the Owner will forthwith notify in

writing the Minister of the failure to make the transfer and the reasons why

- a. If the reason is because the Parish of St Saviour does not want to treat with the Owner, or is not prepared to treat on the basis of the terms that the Owner is proposing then the Minister shall review the terms that are being offered
- b. If the Minister considers that the terms are unreasonable then the Owner shall enter into bone fide negotiations with the Parish of St Saviour, and if necessary recourse can be had to mediation or independent expert determination for the purposes of settling the transfer terms
- c. If the Minister considers that the terms are reasonable, and having so communicated that view to the Parish of St Saviour the Parish of St Saviour is still not prepared to treat with the Owner the Owner shall offer the relevant property assets to the Public by notice in writing given to the Minister for Treasury and Resources the option (exercisable within the six months following the service of such notice) ("the Option Period") of taking a hereditary transfer of the relevant property assets as if reference to the Parish of St Saviour in paragraphs 10 and 11 above were reference to the Public
- d. If the Option Period expires and the relevant property assets have not been transferred and the fact of the relevant property assets not having been transferred is not attributable to any fault on the part of the Owner then for the purposes only of the restriction in paragraph 4(a) and 4(b) above the Owner shall have been deemed to have complied with its obligations but will nevertheless remain under a continuing obligation to ensure that the relevant Social Rented Affordable Housing Units are transferred to a Social Rental Landlord.

OCCUPATION OF DWELLING UNITS/PRIVATE COTTAGES

13 Subject to paragraph 14 below, none of the Dwelling Units shall be Occupied:

(a) otherwise than as the relevant occupier's sole permanent residence;

(b) by any person other than (i) a person or persons aged fifty-five (55) years of age or over, (ii) a person aged under fifty-five (55) years residing in the same Dwelling Unit with his or her spouse or partner being a person aged fifty-five (55) years of age or over, as a 'couple', or (iii) a person falling wholly within the scope of (ii) above who continues to reside in the same Dwelling Unit upon and following the demise of such older spouse or partner; or

(c) by a lodger or paying guest (other than a full-time carer),

it being understood that a Family Member of the relevant occupier temporarily residing in the relevant Dwelling Unit as the guest of the relevant occupier for a maximum aggregate period of forty-five (45) nights per annum shall not be considered to be in Occupation for the purposes of this agreement.

14 The restrictions contained in paragraph 13 above shall not apply to the extent that the Minister may in any specific case otherwise agree in his reasonable discretion and without limiting the generality of the foregoing the Minister shall in his reasonable discretion permit the occupation of a Dwelling Unit by a disabled person under the age of fifty-five (55) years where appropriate medical evidence from the Department of Health and Social Services is presented to the Minister that it is desirable for that person to Occupy the Dwelling Unit and that the person cannot reasonably reside elsewhere because of such disability.

COMMUNITY CENTRE AND CARE HOME

- 15 The Community Centre shall be operated on a not-for-profit basis by a NPO for the benefit of residents of the Development and the wider community.
- 16 The Care Home shall be constructed in accordance with the Planning Permit subject to such additional works as may be required by any purchaser or tenant thereof and approved by the Minister pursuant to an application for planning permission.
- 17 The Warden's Unit:
 - (a) shall not be occupied other than by any person or persons for the time being employed to assist in the maintenance and/or operation of the Community Centre and/or the Care Home and/or the apartments and/or the common areas and facilities of the Development;
 - (b) shall not be sold, or otherwise disposed of separately from the Community Centre
 - (c) shall not be used or occupied other than as ancillary residential accommodation to the Community Centre and/or the Care Home and/or the apartments and/or the common areas and facilities of the Development.

WORKS BOND

- 18 To provide the Works Bond no later than the date upon which the earliest of the New Bus Shelter Land Infrastructure Works, the North of Site Footpath Works and the East of Site Footpath Works to be commenced are commenced.

BUS SHELTERS

- 19 No later than the date upon which any Dwelling Unit is first Occupied to carry out and complete the New Bus Shelter Land Infrastructure Works and on completion of the same by the Owner or if the provisions of paragraph 19 below apply by the TTS Minister to cede and transfer the New Bus Shelter Land free of all charges and encumbrances to the Public by contract to be passed before the Royal Court the Owner paying the proper and reasonable costs of and incidental to the said transfer (including all and any reasonable legal and professional costs) incurred by the Public.
- 20 If the Owner has not carried out or caused to be carried out the New Bus Shelter Land Infrastructure Works to the reasonable satisfaction of the TTS Minister or (in the reasonable opinion of the TTS

Minister) is not proceeding to carry out the same expeditiously the Minister will be entitled to carry out or cause to be carried out the New Bus Shelter Land Infrastructure Works and/or call on demand the Works Bond (up to the amount of the New Bus Shelter Land Infrastructure Works Bond Proportion) and/or recover the cost of the New Bus Shelter Land Infrastructure Works (up to the amount of the New Bus Shelter Land Infrastructure Works Bond Proportion) from the Owner.

OFF SITE WORKS CONTRIBUTION

- 21 To pay to the Treasurer of the States the Off Site Works Contribution within fourteen (14) days of demand from the Minister or before Occupation of any part of the Development whichever is the earlier.
- 22 Not to Occupy any part of the Development until the Off Site Works Contribution shall have been paid to the Treasurer of the States.

FOOTPATH AND VIRTUAL FOOTPATH

- 23 No later than the date upon which seventy-two per cent (72%) of the Private Cottages are first Occupied to carry out and complete the North of Site Footpath Works.
- 24 If the Owner has not carried out or caused to be carried out the North of Site Footpath Works to the reasonable satisfaction of the TTS Minister or (in the reasonable opinion of the TTS Minister) is not proceeding to carry out the same expeditiously the Minister will be entitled to carry out or cause to be carried out the North of Site Footpath Works and/or call on demand the Works Bond (up to the amount of the North of Site Footpath Works Bond Proportion) and/or recover the cost of the North of Site Footpath Works (up to the amount of the North of Site Footpath Works Bond Proportion) from the Owner.
- 25 No later than the date upon which any of the thirty (30) bungalows to be transferred to the Parish of St Saviour pursuant to paragraph 10 above is first Occupied to carry out and complete the East of Site Footpath Works.
- 26 If the Owner has not carried out or caused to be carried out the East of Site Footpath Works to the reasonable satisfaction of the TTS

Minister or (in the reasonable opinion of the TTS Minister) is not proceeding to carry out the same expeditiously the Minister will be entitled to carry out or cause to be carried out the East of Site Footpath Works and/or call on demand the Works Bond (up to the amount of the East of Site Footpath Works Bond Proportion) and/or recover the cost of the East of Site Footpath Works (up to the amount of the East of Site Footpath Works Bond Proportion) from the Owner.

TRAVEL PLAN

- 27 To appoint a Travel Plan Co-ordinator prior to more than 50% of the Dwelling Units being Occupied which post shall be maintained following Completion of the whole of the Development for a minimum period of five (5) years following Completion of the whole of the Development. The Travel Plan Co-ordinator will have the duties and responsibilities set out in the Fourth Schedule.
- 28 To comply and procure compliance with the provisions of the Travel Plan from the date that more than fifty per cent (50%) of the Dwelling Units are Occupied until such responsibility is assumed by the management company responsible for the management and administration of the common areas and facilities at the Development.
- 29 That all owners of a Dwelling Unit in their contracts of acquisition shall be bound in perpetuity to comply with the terms of the Travel Plan in so far as it relates to such Dwelling Unit.

PUBLIC ART

- 30 The Owner shall commission at its own expense Works of Public Art or Craft to be sited on a suitable site or sites within the Parish of St Saviour subject to (a) a programme of implementation being agreed with and approved in writing, by the Minister and (b) the following being agreed with and approved in writing by the Minister as soon as reasonably practical following the execution of this Agreement:
 - (i) the design and materials for the Works of Public Art or Craft;
 - (ii) the total cost of such Works of Public Art or Craft (to include the cost of materials, equipment, designs, construction, completion, erection, and all reasonable associated costs) the total cost of which shall be a maximum of one hundred and sixty-five

thousand pounds (£165,000) in accordance with the Planning Permit;

(iii) the proposed siting of the Works of Public Art or Craft.

31 The Owner shall at its own expense arrange for the Works of Public Art or Craft to be erected at the location approved under paragraph 30 (b) (iii) above before any Dwelling Unit is Occupied.

32 The Owner shall procure in the case of any such Works of Public Art or Craft erected on the Site that a proper legal framework for the inspection, cleaning, repair and maintenance in perpetuity by the party having responsibility in perpetuity for the communal infrastructure at the Development of the Works of Public Art or Craft is put in place before any Dwelling Unit is Occupied.

33 The Works of Public Art or Craft shall not be repositioned or removed from their approved siting except with the prior written permission of the Minister except for routine repair, maintenance or cleansing and then they shall be returned to their approved site within fourteen (14) days of such works having been completed.

COMMUNITY TRANSPORT (CHAR-À-BANC) SERVICE

34 The Owner shall no later than the date upon which seventy-two per cent (72%) of the Private Cottages are first Occupied provide to the Management Company or to a subsidiary of the Management Company two (2) Qualifying Minibuses together with funding in an amount of eleven thousand pounds (£11,000) in respect of Ancillary Start Up Costs so as to enable the Management Company or its subsidiary to provide a community transport (char-à-banc) service for the benefit of residents of the Development **provided always** that in the event that the Management Company shall have agreed with the management company responsible for the management and administration of the common areas and facilities at the Other Development arrangements for a community transport (char-à-banc) service for the benefit both of residents of the Development and of residents of the Other Development, the Owner's obligations under this paragraph 34 shall be deemed to have been discharged if by no later than the date upon which seventy-two per cent (72%) of the Private Cottages are first Occupied there shall have been provided to an entity nominated jointly by the Management Company and the management company responsible for the management and administration of the common areas and facilities at the Other

Development three (3) Qualifying Minibuses together with funding in an amount of sixteen thousand pounds (£16,000) in respect of Ancillary Start Up Costs in totality in respect of the Development and the Other Development.

REPORTING

35 During the period from the Commencement until Completion of the whole of the Development to provide to the Minister an annual report on the progression of the construction and Occupation of the Development.

FOURTH SCHEDULE

Duties of the Travel Plan Co-ordinator

1. To implement and manage the Travel Plan and monitor performance thereof.
2. To promote the objectives and aims and benefits of the Travel Plan.
3. To liaise with all residential occupiers of all Dwelling Units with regard to the Travel Plan.
4. To encourage participation and compliance with the Travel Plan by the occupiers of all Dwelling Units.
5. To encourage residents to make use of the community transport (char-à-banc) service
6. To monitor car, bus, bicycle and motor cycle usage across the Site.
7. To prepare bi-annual monitoring reports to the TTS Minister in accordance with requirements of the Travel Plan.
8. To act as a point of contact on transport and Travel Plan matters at the Site for residents of the Dwelling Units and visitors to the Dwelling Units and the Site and the TTS Minister.
9. To perform any other duties set out in the Travel Plan and/or as may be reasonably requested by the Owner from time to time.

FIFTH SCHEDULE

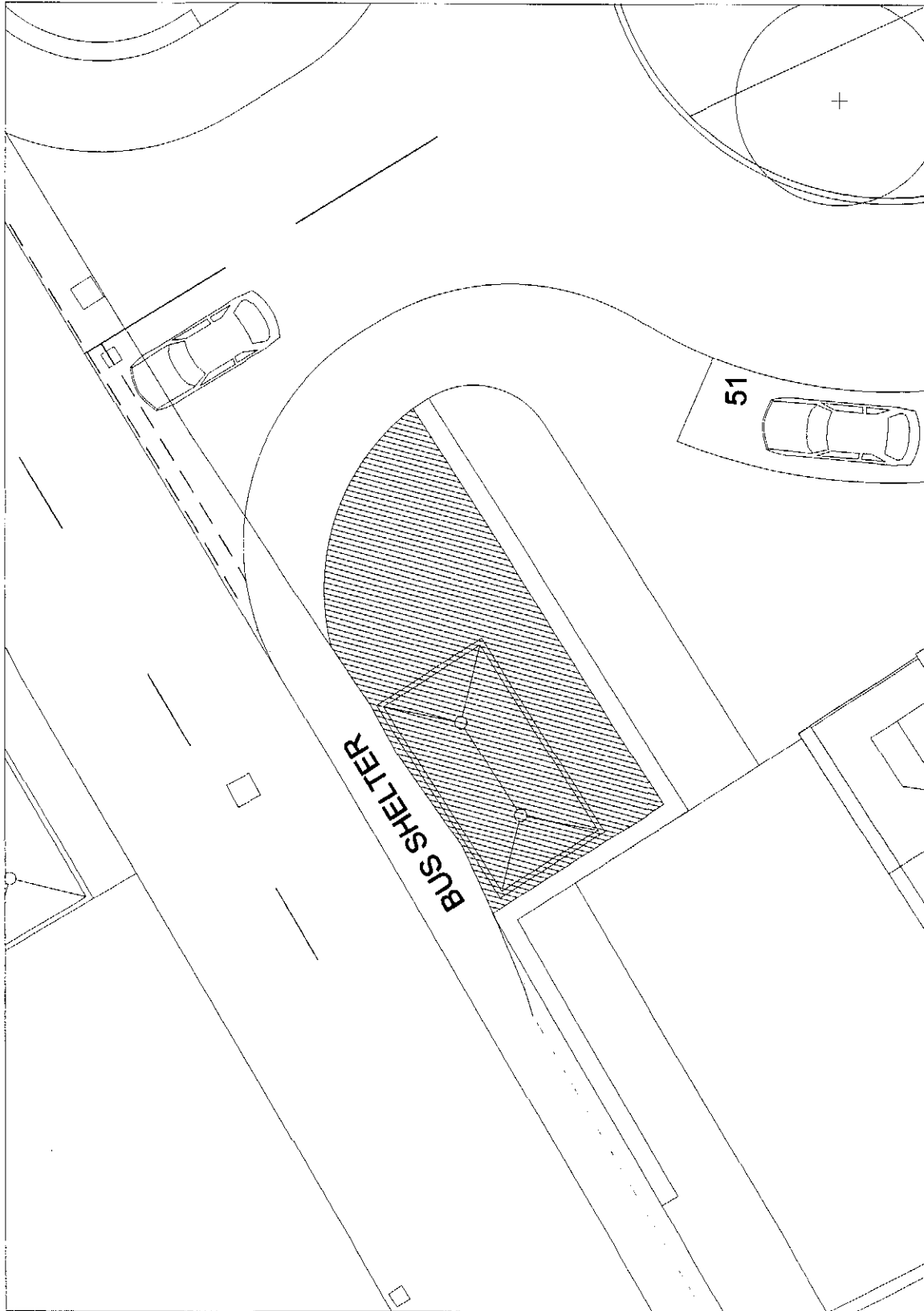
MINISTER'S COVENANTS

- 1 The Minister hereby covenants with the Owner to use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other planning purposes arising from the Development as the Minister shall consider to be reasonably appropriate in the circumstances.
- 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.
- 3 The Minister shall use reasonable endeavours to issue the Planning Permit within seven (7) days of this Agreement being recorded as registered in the Royal Court as evidenced by an Act of the said Court

SIXTH SCHEDULE

Plans 2, 3, 4, 5, 6 and 7

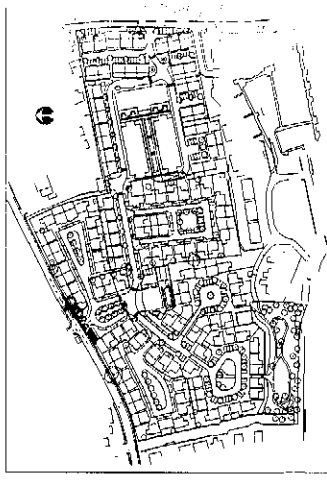
PLAN 5



KEY:



Proposed Bus Shelter



KEY: Site plan

Rev	Description	Date	Drawn	Checked
1	Legal Drawing	2023	JK	JK

Notes:
 1. Please do not scale drawings.
 2. Dimensions are to be checked on the delivery set.
 3. The architect is not responsible for the construction of the work shown.
 4. The drawing must not be used in whole or in part without the written consent of Adam Architecture and its partners Ltd.
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Job No:	2887	Type:	LP2	Draw No:	036	Revision:	02
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Client:	Dandara Jersey Ltd.						
Client Ref:							
Project:	St. Saviour's Retirement Village Jersey						
Project Co-ordinator:	IMCD						
Scale:	A4 (1/8")						
Date:	OCT 11						
Issue Status:	LEGAL						
Job No:	2887	Type:	LP2	Draw No:	036	Revision:	02

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PLAN 6

Rev	Description	Date	Drawn	Checked
1	Legal Approval	20/11/2023		

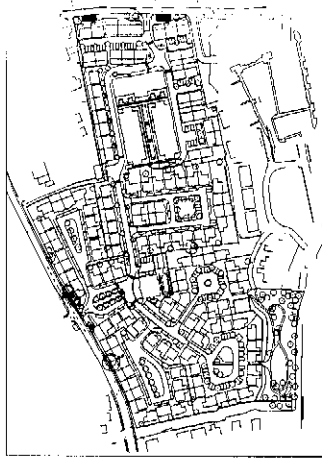
Notes:
 Approved dimensions are subject to the planning authority's surveying. All dimensions are to be checked on site before any work is carried out.
 The drawings are to be used for the construction of the development. They are not to be used for any other purpose.
 The drawings are not to be used in connection with any other project without the written permission of Adam Architecture and Urban Design Ltd.
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JOB NO:	Type:	Draw No:	Revision:
2287	LP-1	06	02

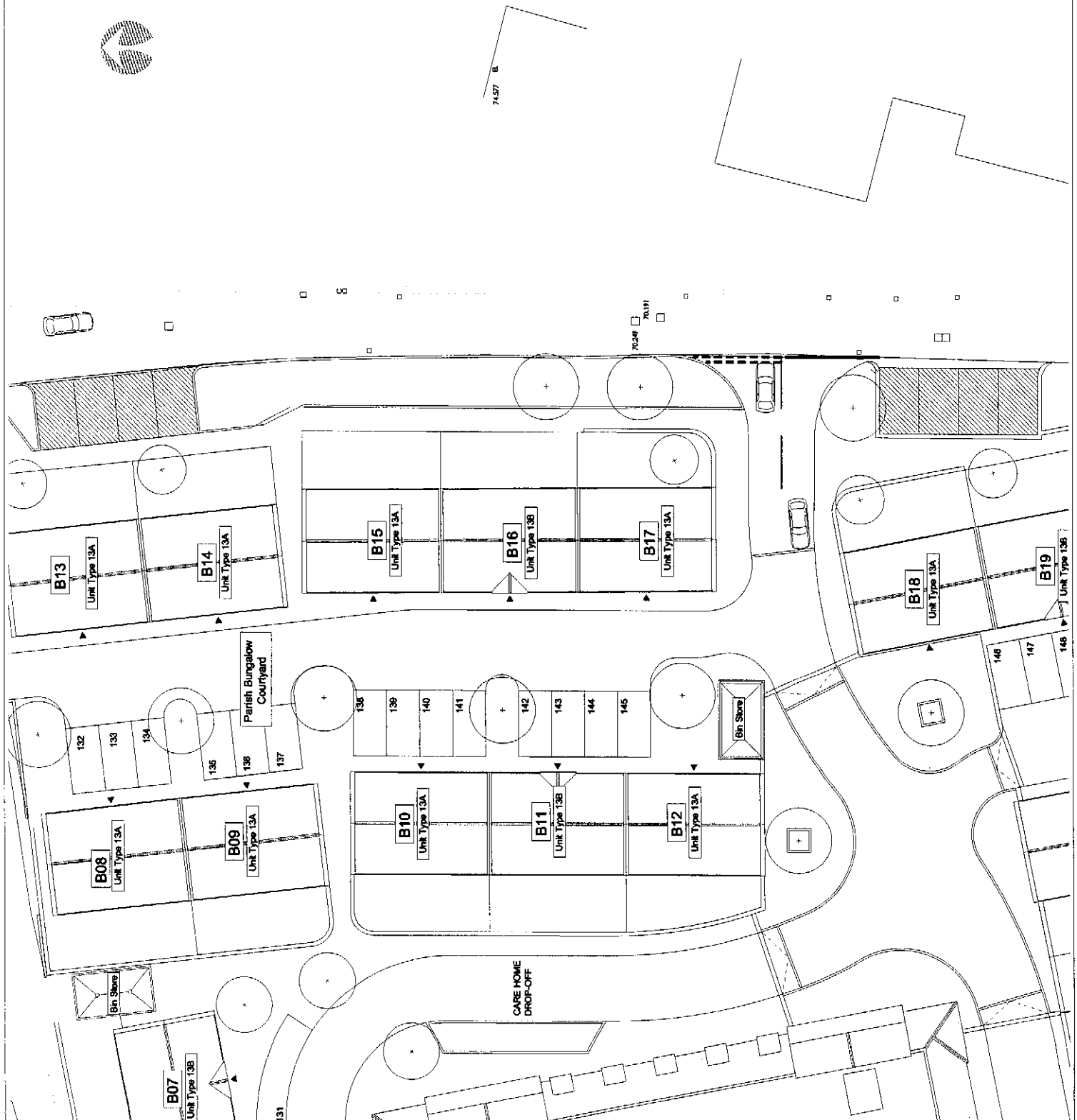
KEY:



Parish Parking Spaces



KEY: Site plan



Client:	Dandara Jersey Ltd.
Client Ref:	
Project:	St. Saviour's Retirement Village Jersey
Location:	St. Saviour's Retirement Village Jersey
Drawing Title:	LEGAL DRAWING Parish Parking Spaces
Drawn:	LEGAL
Scale:	A4 (1/8)
Date:	OCT 11
Project Co-ordinator:	IMCD
Job No:	2287
Draw No:	06
Revision:	02

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LEGAL DRAWING Parish Parking Spaces

IMCD

PLAN 7

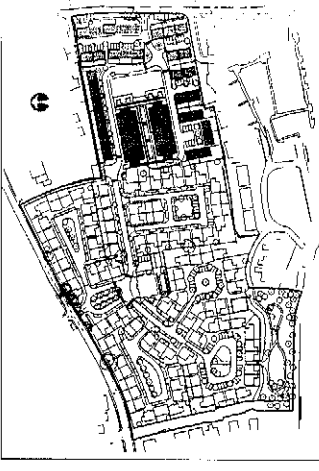
Rev.	Description	Date	Drawn	Checked
1	Final Drawing	10/11/20	AM	AM

Notes:
 1. All dimensions are to be taken from the center line of the wall unless otherwise specified.
 2. All dimensions are to be checked on the submitted work.
 3. All work to be done in accordance with the Building Code of the City of Jersey.
 4. The drawings are to be used for the purpose of construction only and are not to be used for any other purpose without the written consent of Adam Architecture and the relevant authority.
 5. The drawings are to be used for the purpose of construction only and are not to be used for any other purpose without the written consent of Adam Architecture and the relevant authority.
 6. All work to be done in accordance with the Building Code of the City of Jersey.

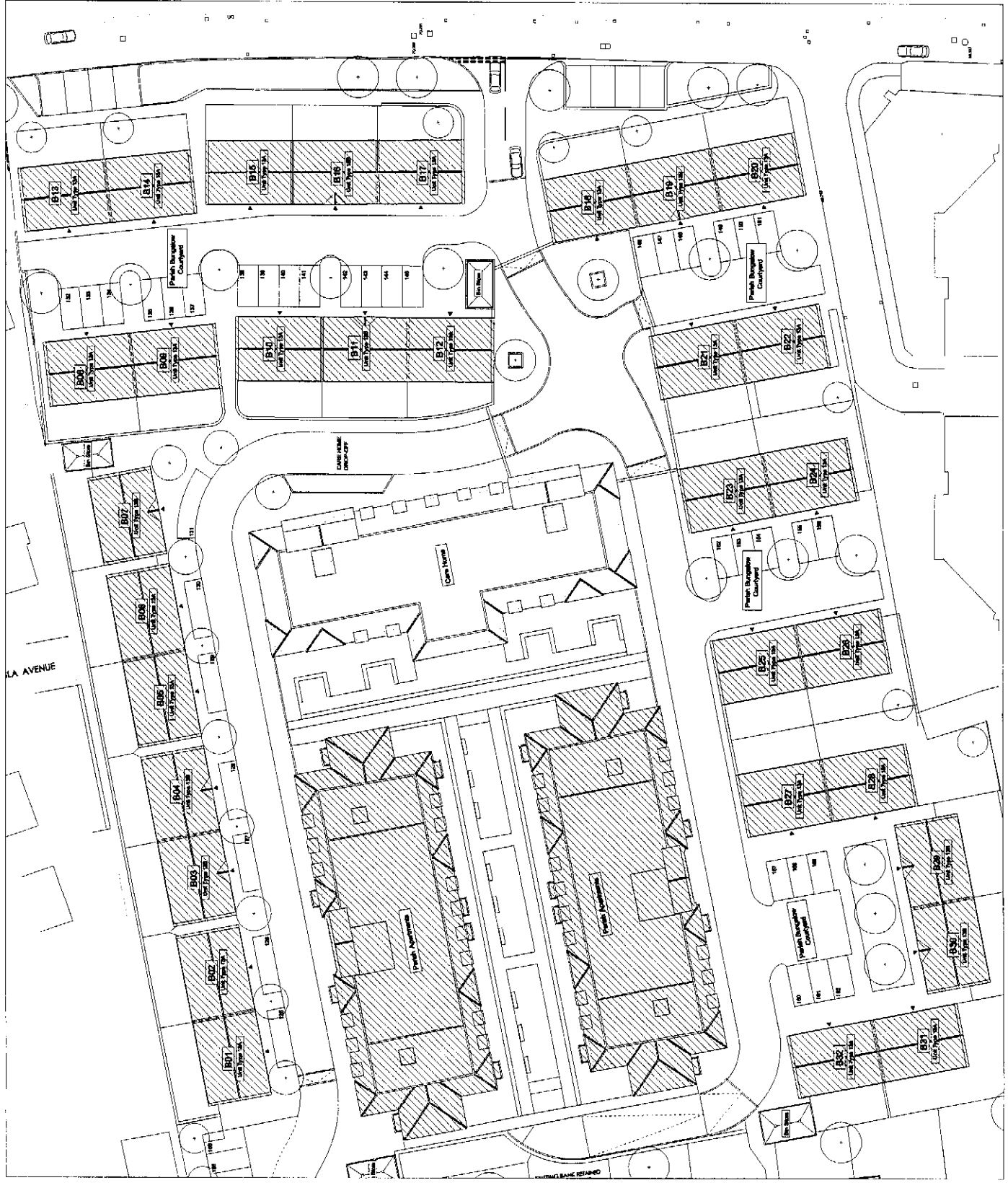
Job No:	Type:	Chg No:	Revision:
2287	1P2	037	L2

KEY:

 Extent of Social Rented Affordable Housing Units



KEY: Site plan



ADAM ARCHITECTURE 9 UPPER HOVE STREET, WINDLESHEIM, HANTSPORE, SO22 6UT TEL: +44 (0)1263 842624 FAX: +44 (0)1263 842625 www.adamarchitecture.com contact@adamarchitecture.com	Client: Dandara Jersey Ltd. Client Ref:
Project: St. Saviour's Retirement Village Jersey Drawing Title: LEGAL DRAWING Social Rented Affordable Housing Units	Project Co-ordinator: IMCD
Issue Status: LEGAL	Date: OCT 11
Scale: A4 (1/16)	Draw No: 107
Revision: 12	

Signed by or on behalf of the Minister

by ... PETER ALAN LE GRESLEY ...

in the presence of ... KELLY MARIE WHITEHEAD ...

this 14th day of November 2011

Signed for and on behalf of Hillary Developments (Jersey) Limited

by ... TIMOTHY GEORGE ...

in the presence of ...
this 9th day of November 2011

Signed by George Francis Carter

.....
in the presence of
this 8th day of November 2011

Hugh Andrew Pim
Solicitor
Appleby
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