


In the Royal Court of Jersey

Samedi Division

In the year two thousand and sixteen, the twenty-second day of February.

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, Bridgewater Silver Sands Limited, Lloyds Bank International Limited and MacMac Limited in relation to the development of Silver Sands, La Grande Route de la Côte, St Clement,, be registered in the Public Registry of this Island.


Greffier Substitute

LOD

Reg. Pub.

**Planning Obligation Agreement under Article 25 of the
Planning and Building (Jersey) Law 2002**

relating to the development of Silver Sands, La Grande Route de la Cote,
St. Clement JE2 6SB

Dated

22 February

2016

The Chief Officer for the Environment(1)

Bridgewater Silver Sands Limited (2)

Lloyds Bank International Limited (3)

MacMac Limited (4)

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DATE

22 February

2016

PARTIES

- (1) The Chief Officer for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Chief Officer")
- (2) Bridgewater Silver Sands Limited (Co regn. 98736) of Mill Lodge Rue Du Moulin St Martin Jersey JE3 6AH ("the Owner")
- (3) Lloyds Bank International Limited, of PO Box 160 25 New Street St Helier Jersey JE4 8RG ("Lloyds")
- (4) MacMac Limited (Co regn. 108347) of Second Floor Charles Bisson House 30-32 New Street St Helier Jersey JE1 8FT ("MacMac")

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site by virtue of a contract of of the Site by virtue of a contract of purchase from Sandpiper PropertyCo 13 Limited passed before the Royal Court on 16th November 2007.
- 2 On 19 October 2015 the Owner changed its name from Evolution Properties Limited to Bridgewater Silver Sands Limited.
- 3 Lloyds has an interest in the Site by virtue of a judicial hypothecs (*hypothèques judiciaire*) registered in the Public Registry of Jersey on 25th September 2015
- 4 MacMac has an interest in the Site by virtue of a judicial hypothec (*hypothèque judiciaire*) registered in the Public Registry of Jersey on 25th September 2015
- 5 Having regard to the purpose of the Law the Island Plan 2011 and all other material considerations planning permission is to be granted for the Development subject to the completion of this Agreement that provision should be made for regulating or facilitating the development or use of the Site in the manner hereinafter appearing and without such planning permission would not be so granted.

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- 6 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 7 The parties acknowledge that this Agreement is legally binding.
- 8 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:

"Chief Officer"	the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States responsible for planning and building in accordance with Article 1 of the Law.
"Commencement"	the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out, and "Commence" and "Commenced" shall be construed accordingly.
"Cycleway Contribution"	the sum of six thousand pounds (£6,000) to be paid by the Owners to the Treasurer of the States to be applied by the Minister for Infrastructure for the purposes of the Eastern Cycle Network.
"Development"	the development of the Site in accordance with the Planning Permit.

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"Dwelling Unit"		a residential unit forming part of the Development to be constructed pursuant to the Planning Permit.
"Index"		the all Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey.
"Interest"		interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time.
"Law"		the Planning and Building (Jersey) Law 2002.
"Minister for Infrastructure"		the Minister for Infrastructure, including his or her successor and any person or body to whom the functions of the Minister for Infrastructure may be transferred hereafter or lawfully delegated from time to time
"Occupation" "Occupy" and "Occupied"		means occupation for the purposes 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.
"Pedestrian Footway Works"		all works necessary to create a 1.5m wide pedestrian footway with kerb alterations across the southern part of the Site that is adjacent to La Grande Route De La Cote and shown for the purpose of identification only on the drawing attached as the sixth

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		schedule hereto.
"Pedestrian Footway Works Specification"		a specification for the carrying out of the Pedestrian Footway Works.
"Plan"		the plan contained in the Second Schedule to this agreement.
"Planning Application"		the application for planning permission in respect of the Site and described as "Demolish existing dwelling and construct 5 No. two bed and 1 No. one bed units." and given the reference P/2015/1733.
"Planning Permit"		the planning permission for the Development as applied for and described in the Planning Application (P/2015/1733) a copy of which is attached in the Third Schedule.
"Royal Court"		the Royal Court of the Island of Jersey.
"Site"		Silver Sands, La Grande Route de la Cote, St. Clement JE2 6SB identified by a thick black edging and hatched black on the Plan upon which the Development is to be carried out.

2 CONSTRUCTION OF THIS AGREEMENT

2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.

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- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to a law of the States of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that law or deriving validity from it.
- 2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Chief Officer the successors to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

3 LEGAL BASIS

- 3.1 This Agreement is made pursuant to Article 25 of the Law.
- 3.2 The covenants, restrictions and requirements imposed upon the Owners under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Chief Officer against the Owner.

4 EFFECTIVE DATE

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

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5 OWNERS COVENANTS

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

6 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.

7 MISCELLANEOUS

- 7.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the Director - Development Control of Planning and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.
- 7.2 Any notices on the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 7.3 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.
- 7.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process under

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Article 10 of the Law) by any statutory procedure or expires prior to the Commencement of Development.

- 7.5 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.
- 7.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 7.7 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.
- 7.8 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 7.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.
- 7.10 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 7.11 All communications and notices served or made under this Agreement shall be in writing.

8 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

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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.

9 CHANGE IN OWNERSHIP

The Owner agrees with the Chief Officer to give the Chief Officer written notice (as soon as reasonably practical following such change) of any change in ownership of any of it's interest in the Site occurring before all the obligations under this Agreement have been discharged.

10 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.

11 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.

12 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.

13 GOODS AND SERVICES TAX

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

13.2 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

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GST invoice to the person to whom the supply was made and the GST shall be paid accordingly.

14 HYPOTHECATORS CONSENTS

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

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

15 JURISDICTION

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

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FIRST SCHEDULE**Details of the Owner's Title, and description of the Site**

The Owner acquired the Site by contract passed the Royal Court on 16th November 2007 from Sandpiper PropertyCo 13 Limited.

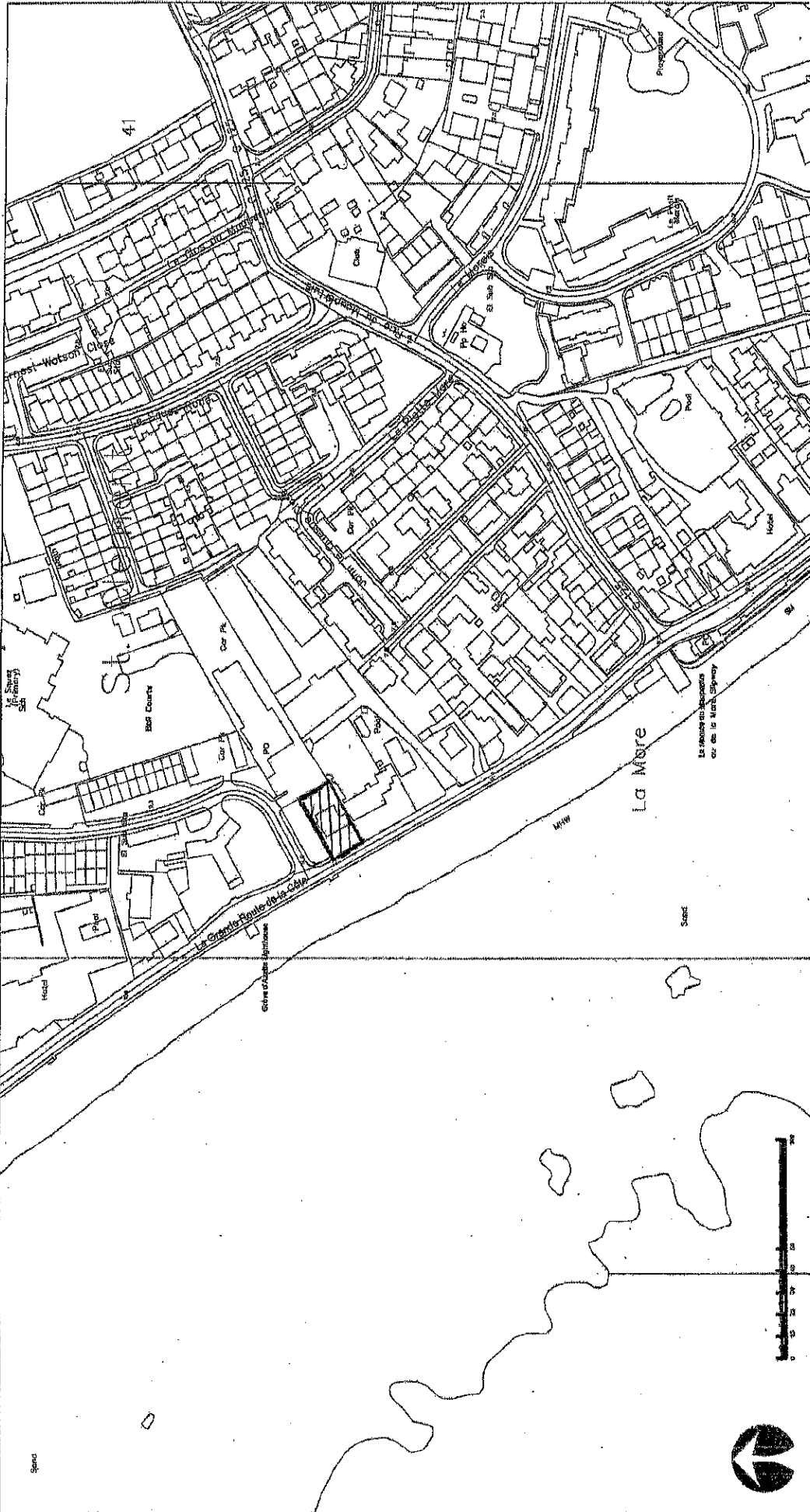
The Site is as shown for the purposes of identification on the Plan.

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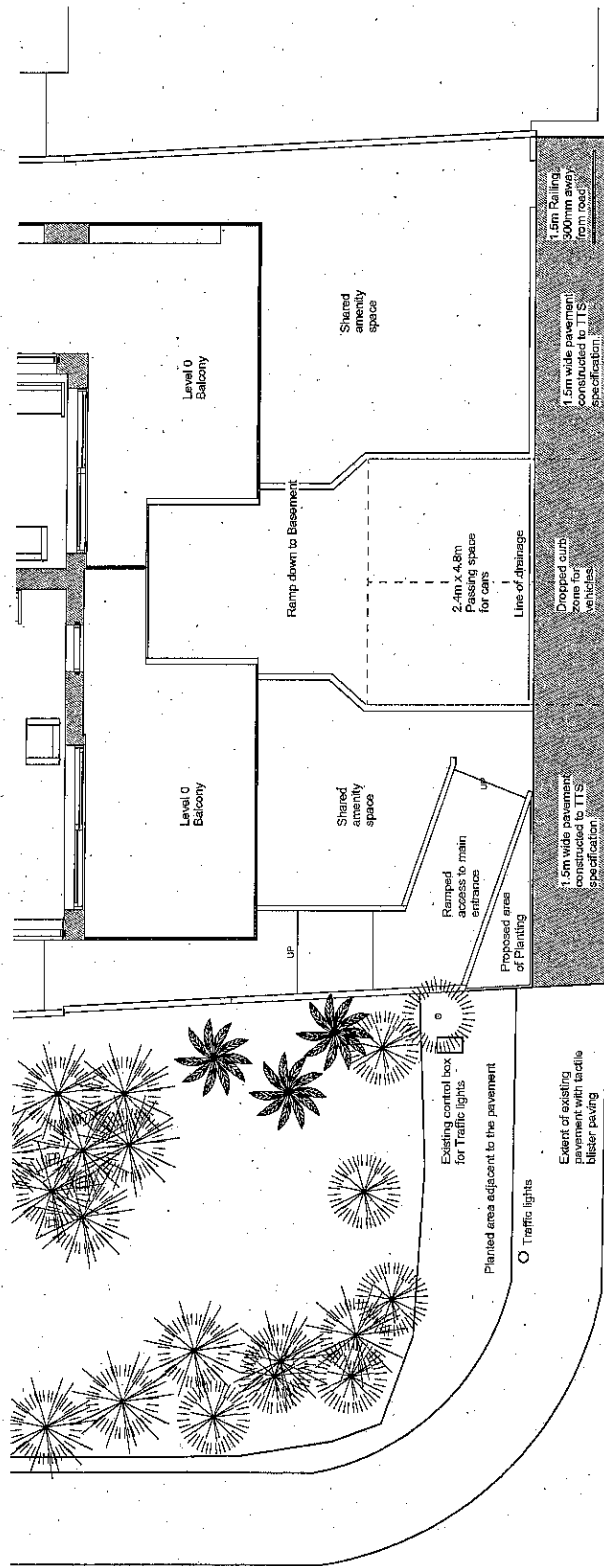
SECOND SCHEDULE

The Plan

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<p>AXIS MASON 314 Adams St. Heller Jersey, NJ 07201 973-947-0707 / 973-947-0708 / 973-947-0709</p>		<p>Scale @ A4: 1:2500 Date: NOV 2015 Project: La Grande Route De La Colle Issue: PLANNING Co-ordinator: S. Clement Status:</p>	
<p>Client: Bridgewater Property Group</p>		<p>Job No: 3008 Drawing No: 001 Revisor: P1</p>	
<p>Project: Silversands La Grande Route De La Colle St. Clement</p>		<p>Drawing Title: Site Location Plan</p>	
<p>AXIS Mason Digitap licence No. J74</p>		<p>Rev Description Date Cld Date P1 Issued for planning 04/17/15</p>	
<p>NOTES Planned dimensions only refer to the lines shown on this drawing. All dimensions are to be checked on site before any work is put in place. This drawing is for planning purposes only and is not to be used for construction. All dimensions to be used for construction shall be confirmed with the architect. This drawing is not to be used for construction without the written permission of Axis Mason Ltd. © Copyright Axis Mason Ltd</p>			



La Grand Route de La Cote

Pavement

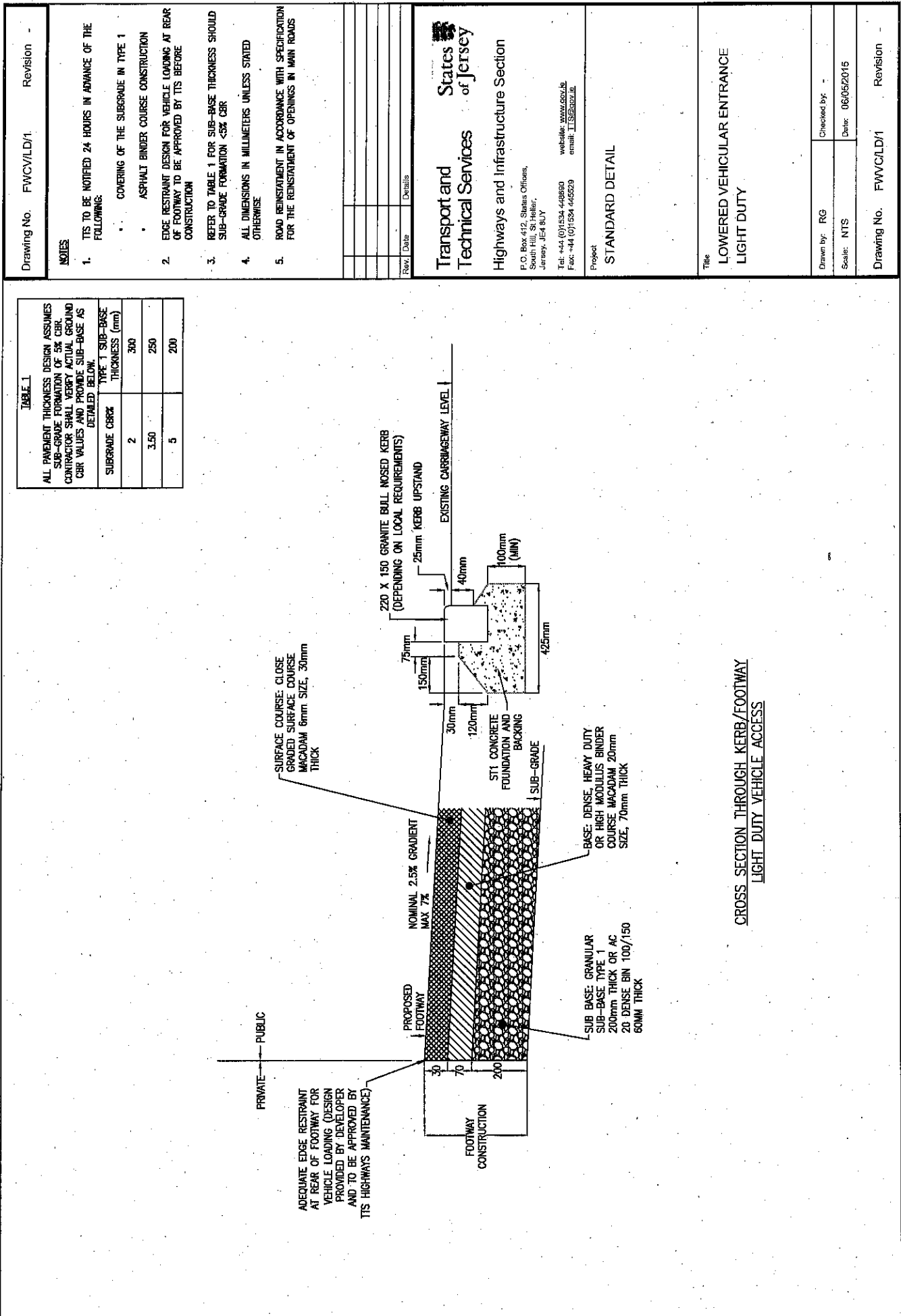
See Wall



Rev. Description	Date	Drawn	Drawn
PT - Inboard for Planning		TB	TB 8/20/16

NOTE: This drawing is to be used for planning purposes only. It is not to be used for construction purposes. The design is subject to change without notice. The client is responsible for providing all necessary information and approvals. The design is based on the information provided and is not to be used for any other purpose. The design is not to be used for any other purpose.

Client		Equipment Owner/Client Ltd	
Project		SUNGLASS/ST COLUMB	
Scale	1:50	Date	09/05/16
Project Coordinator	Author	Issue	PLANNING
Job No.	300	Drawing No.	000105
Revision		Station	PT



CROSS SECTION THROUGH KERB/FOOTWAY
LIGHT DUTY VEHICLE ACCESS

Drawing No. FWC/LD/1 Revision -

NOTES

- ITS TO BE NOTIFIED 24 HOURS IN ADVANCE OF THE FOLLOWING:
 - COVERING OF THE SUBGRADE IN TYPE 1
 - ASPHALT BINDER COURSE CONSTRUCTION
- EDGE RESTRAINT DESIGN FOR VEHICLE LOADING AT REAR OF FOOTWAY TO BE APPROVED BY ITS BEFORE CONSTRUCTION
- REFER TO TABLE 1 FOR SUB-BASE THICKNESS SHOULD SUB-GRADE FORMATION <3% CBR
- ALL DIMENSIONS IN MILLIMETERS UNLESS STATED OTHERWISE
- ROAD REINSTATEMENT IN ACCORDANCE WITH SPECIFICATION FOR THE REINSTATEMENT OF OPENINGS IN MAIN ROADS

Rev	Date	Details

Transport and Technical Services
States of Jersey
 Highways and Infrastructure Section

P.O. Box 412, States Offices,
 South Hill, St. Helier,
 Jersey, JE4 8UJ

Tel: +44 (0)1534 448860 website: www.stj.gov.je
 Fax: +44 (0)1534 446629 email: ITS@stj.je

Project
STANDARD DETAIL

Title
**LOWERED VEHICULAR ENTRANCE
 LIGHT DUTY**

Drawn by: RG Checked by: -
 Scale: NTS Date: 06/06/2015

Drawing No. FWC/LD/1 Revision -

THIRD SCHEDULE

The Planning Permit

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

States 
 of Jersey

Planning Application Number P/2015/1733

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

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

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

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

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

In respect of the following development:

Demolish existing dwelling and construct 5 No. two bed and 1 No. one bed units

To be carried out at:

Silver Sands, La Grande Route de la Cote, St. Clement, JE2 6SB.

REASON FOR APPROVAL: The proposed development is considered to be acceptable having due regard for all of the material considerations raised. In particular, the development has been assessed against Policy GD1 of the approved Island Plan, 2011: Revised (2014), whereby there is a general presumption in favour of new development within the Built-Up Area. In this case, the proposal for the demolition of the existing property to be replaced with six new apartments is regarded as acceptable because the scheme will deliver a high quality design which meets the Department's standards for car parking and amenity provision without detriment to surrounding neighbouring amenities.

The application will also deliver, via a P.O.A., a new pedestrian foot path to the south of the site and financial contribution towards the development of the Eastern Cycle Route. Further, a P.F.A. contribution will deliver a robust landscape scheme with particular emphasis on improving the visual aspect of the communal amenity spaces.

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2015/1733

In addition, the representations received raised objections to the scheme on the grounds of loss of privacy coastal views and general overdevelopment of St. Clement as a whole. These concerns have been assessed in accordance with the Policies of the approved Island Plan, 2011: Revised (2014) as highlighted in this report, however, the impacts on the private amenities of the neighbouring residents and overall streetscape and landscape are not considered to be unreasonable in this instance given the Built-Up Area location of the site and with regard to Policy GD3 which encourages higher densities in these areas.

In summary the proposals are considered to accord with the terms of Policies GD1; GD3; GD7; GD8; H6; LWM2; LWM3; WM1; SP2 & TT3 of the approved Island Plan, 2011: Revised (2014), in that the development will not have an unreasonable impact on the surrounding neighbouring amenities or the character of the surrounding area.

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

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

Condition(s):

1. Prior to first occupation of the development, hereby approved, a scheme of planting and landscaping for the front amenity areas and planter areas to the rear of the development shall be submitted to and approved in writing by the Department. Once the detailed landscaping scheme is agreed it shall be implemented in full under the direction of the landscape artist named on the Percentage for Art Statement. (P.F.A.) and in full accordance with the terms of the approved P.F.A.
2. No part of the development, hereby approved, shall be occupied until the glazing to the stairwells; bathroom windows at ground and first floors and balcony infill panels at second floor level in the east elevation are fitted with obscure glass 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.

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2015/1733

3. No part of the development, hereby approved, shall be occupied until connection to the foul sewer and surface water sewer, is completed in accordance with the approved plans.
4. Prior to commencement of development on site details of down pipe positions (to align with render joints) for the entire development shall be submitted to and approved in writing by the Department and once agreed be implemented and fully operational prior to first occupation of the development.
5. Details of the render detail to the second floor balcony to the east of the site are hereby reserved. Final details shall be submitted to and agreed in writing prior to commencement of the development on site and once agreed implemented in full and thereafter retained and maintained as such.
6. No part of the development, hereby approved, shall be occupied until the vehicular access; external ramp; manoeuvring area and respective car parking spaces have been laid out, surfaced and drained as indicated on the approved planning document: 3009 0100 P6. The car parking spaces shall thereafter be retained solely for the use of occupants of the development and shall not be sub-let for any other purpose.
7. Prior to first use of the development, hereby approved, a 2m long section of railing or similar must be installed just behind the kerb line starting at the south boundary and once installed retained and maintained as such in perpetuity. Further, the new footway must be constructed prior to first use of the development to TTS standards at the developers cost with a drop kerb access.
8. Prior to the development being brought into first use, visibility splays shall be laid out and constructed in accordance with the approved plans. The visibility splays shall then be maintained thereafter and no visual obstruction of any kind over the height of 900mm shall be erected within them.

Reason(s):

1. To safeguard the character and appearance of the area in accordance with Policies GD1, GD7 & GD8 of the approved Island Plan 2011; (Revised: 2014).
2. To safeguard the amenities and privacy of the occupants of the adjoining properties to the east in accordance with Policies GD1 & H6 of the approved Island Plan 2011; (Revised: 2014).
3. To ensure that the property has adequate foul & surface water drainage and in order to prevent any pollution of groundwater in accordance with Policies LWM2 & LWM3 of the approved Island Plan 2011; (Revised: 2014).

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2015/1733

4. To promote good design and to safeguard the character and appearance of the development and surrounding area, in accordance with Policies GD1 and GD7 of the approved Island Plan 2011; (Revised: 2014).
5. To promote good design and to safeguard the character and appearance of the development and surrounding area, in accordance with Policies GD1 and GD7 of the approved Island Plan 2011; (Revised: 2014).
6. 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 approved Island Plan 2011; (Revised: 2014).
7. In the interests of highway safety, in accordance with Policy GD1 of the approved Island Plan 2011; (Revised: 2014).
8. In the interests of highway safety, in accordance with Policy GD1 of the approved Island Plan 2011; (Revised: 2014).
9. **INFORMATIVE:** Be aware that the site is in close proximity to an ecological SSI and therefore there is a high risk of the presence of protected wildlife species on site. It is the responsibility of the applicant to inform all site workers of the possibility of protected species on site and the implications under the Conservation of Wildlife Law (2000) and you are advised that it is your duty under the Law to stop work and notify the Department of Environment immediately on +44 (0) 1534 441600 should any species be found.

FOR YOUR INFORMATION

The approved plans can be viewed on the Planning Register at www.gov.je/planning

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

Location Plan
 Design and Sustainability Statement
 Waste Management Plan
 Existing Site Plan 002 P1
 Existing Site Levels 005 P1
 Existing West Elevation 010 P1
 Existing North Elevation 011 P1
 Existing East Elevation 012 P1
 Proposed Ground Floor 0100 P5
 Proposed First Floor 0101 P5
 Proposed Second Floor 0102 P5
 Proposed Basement 0103 P5
 Proposed South Elevation L(0)200 P1

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2015/1733

Proposed East Elevation L(0)201 P1
Proposed North Elevation L(0)202 P1
Proposed West Elevation L(0)203 P1
Context Elevation 205 P1
Section A-A 300 P1

DECISION DATE:

The development may also require building permission, for which a separate application will need to be made. If you are in any doubt as to whether building permission is required please telephone the Building Applications Team on 448407.

APPROVED

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

The Owner covenants, agrees and undertakes:

COMMENCEMENT

- 1 Not to Commence the Development until the Owner have given to the Chief Officer twenty-eight (28) days' notice in writing of its intention so to do.

EASTERN CYCLEWAY

- 2 To pay the Cycleway Contribution to the Treasurer of the States prior to the Commencement of the Development
- 3 Not to Commence the Development until such time as the Cycleway Contribution has been paid to the Treasurer of the States.

FOOTWAY

- 4 Not to Commence the Development before the Pedestrian Footway Works Specification has been submitted to the Minister for his approval (in consultation with the Minister for Infrastructure) and has been approved by the Minister.
- 5 Not to Commence that part of the Development comprising the Pedestrian Footway Works until the Owner has given to the Minister for Infrastructure twenty-eight (28) days' notice in writing of his intention so to do
- 6 That the Owner will at its own expense undertake the Pedestrian Footway Works or carry out or cause to be carried out the Pedestrian Footway Works the whole in accordance with the approved Pedestrian Footway Works Specification.

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- 7 That on completion of the Pedestrian Footway Works the Owner shall provide to or procure via its architect for the Minister three sets of as built plans (in such media format as the Minister requires) and other information reasonably required by the Minister plus a further copy for the Minister for Infrastructure (for land survey and tying into the island co-ordinate system).
- 8 Not to Occupy or cause or permit to be Occupied the Development until such time as the Pedestrian Footway Works have been completed to the reasonable satisfaction of the Minister (in consultation with the Minister for Infrastructure).
- 9 That on completion of the Pedestrian Footway Works to notify the Minister for Infrastructure that the Owner considers that the Pedestrian Footway Works are ready and complete for transfer
- 10 Within 14 days of notification of completion of the Pedestrian Footway Works the Owner shall cede and transfer and the Public shall take conveyance of the relevant property free of all charges and encumbrances by contract to be passed before the Royal Court the Owner paying the proper and reasonable costs of and incidental to the said transfer (including all and any reasonable legal and professional costs)

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FIFTH SCHEDULE

Chief Officer's Covenants

- 1 The Chief Officer hereby covenants with the Owner to use all sums received by the Treasurer of the States from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.
- 2 The Chief Officer covenants with the Owner that he will procure or arrange that the Treasurer of the States will pay to the Owner such amount of any payment made by the Owner to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement within seven years of the date of receipt by the Treasurer of the States of such payment.

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Signed on behalf of the Chief Officer

by

[REDACTED]

(PETER LE GREY)

in the presence of

[REDACTED]

(MARION JONES)

this 22nd day of February 2016

Signed on behalf of Bridgewater Silver Sands Limited

by

[REDACTED]

in the presence of ..

[REDACTED]

this 19th day of February 2016

Signed on behalf of Lloyds Bank International Limited

by

[REDACTED]

in the presence of

[REDACTED]

this 18th day of February 2016

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Signed on behalf of MacMac Limited

by .

[REDACTED]

in the presence of

[REDACTED]

this 19th day of February 2016

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