

# *In the Royal Court of Jersey*

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Samedi Division

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

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment and Roy Norman Smith in relation to the development of the De La Mare Nurseries Site, La Rue à Don, Grouville, be registered in the Public Registry of this Island.

  
Greffier Substitute

LOD

Reg. Pub.

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

This Planning Obligation Agreement relates to the development of the De la Mare Nurseries Site, La Rue a Don, Grouville JE3 9DX

Dated : 11<sup>th</sup> August 2016

The Chief Officer for the Environment (1)  
Roy Norman Smith (2)

DATE

11 August

2016

**PARTIES**

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Chief Officer")
- (2) Roy Norman Smith (the Owner")

**RECITALS**

- 1 The Owner warrants that he is the owner in perpetuity (à fin d'héritage) of the Property by virtue of a hereditary contract of purchase from Bruce Hepburn de la Mare dated 25th July 1986
- 2 The Owner submitted an application to the Chief Officer for planning permission for the Development
- 3 Pursuant to Article 9(5)(b) of the Law the Chief Officer referred the application for the Development to the Planning Applications Committee for determination by that Committee.
- 4 Having regard to the purpose of the Law the Island Plan 2011 and all other material considerations planning permission is to be granted for the Development subject to the completion of this Agreement that provision should be made for regulating or facilitating the development or use of the Site in the manner hereinafter appearing and without such planning permission would not be so granted.
- 5 The parties acknowledge that this Agreement is legally binding
- 6 This Agreement shall be construed so as to give effect to the purpose and intention of the Law

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:****OPERATIVE PART****1 DEFINITIONS**

For the purposes of this Agreement the following expressions shall have the following meanings:

<b>"Affordable Housing"</b>		residential accommodation for renting or

		accommodation for purchase, by persons who would otherwise have financial difficulties renting or acquiring residential accommodation in the general market for residential accommodation prevailing in Jersey;
<b>"Affordable Housing Gateway"</b>		a single point of access maintained by the Minister for Housing for Affordable Housing in Jersey and by which Approved AHPs allocate their homes to Eligible Persons;
<b>"Affordable Housing Unit"</b>		any one of the Dwelling Units to be constructed on the Site as part of the Development being the twenty nine (29) Social Rented Affordable Housing Units to be let by an Approved AHP to Eligible Persons at rents set in accordance with the Minister for Housing's rental policy and on Social Rental Terms or the six (6) Assisted Ownership Units sold to Eligible Persons, the sale being carried out in accordance with an Assisted Ownership Scheme;
<b>"Agreement"</b>		this agreement including the recitals and schedules hereto;
<b>"Application"</b>		the application for planning permission submitted to the Minister by the Developer for the Development and allocated reference number P/2016/0308;
<b>"Approved AHP"</b>		<p>An Approved Affordable Housing Provider which is:</p> <ul style="list-style-type: none"> <li>i. the Jersey Homes Trust (JHT);</li> <li>ii. the Public;</li> <li>iii. a company prescribed under Article 2 to the Social Housing (Transfer) (Jersey) Law 2013</li> <li>iv. a parish; or</li> </ul> <p>when discharging their function of providing Affordable Housing having regard to the criteria set out from time to time by the States or by the Minister for Housing as the case may be a housing trust which is approved by the Minister for Housing for the purposes of the provision of Affordable Housing;</p>

<b>“Approved Funder”</b>		<p>Any financial institution which shall, with the consent of the Treasury Minister (with regard to both the identity of the funder and the size of the fund provided) (which consent shall not be unreasonably withheld or delayed), provide monies to the Approved AHP to enable it to proceed with the acquisition and/or development of that part of the Site which is to be used for the Social Rented Affordable Housing Units; provided that if the proposed Approved Funder is not regulated by the Jersey Financial Services Commission, the Guernsey Financial Services Commission, the Isle of Man Financial Supervision Commission or the Financial Services Authority of the United Kingdom, the consent of the Chief Officer shall be deemed not to be unreasonably withheld if –</p> <p>(i) the proposed Approved Funder is unable to prove to the satisfaction of the Chief Officer that it is adequately regulated by a competent authority in the jurisdiction in which it carries on business, or</p> <p>(ii) the proposed Approved Funder fails or refuses to produce to the Chief Officer any information or documentation or independent confirmation of its status which the Chief Officer may reasonably request;</p>
<b>“Assisted Ownership Scheme”</b>		<p>a sales mechanism approved by the Minister for Housing in writing such scheme to include:</p> <p>a) sale details of the mechanism to restrict the ownership of the Affordable Housing Unit to Eligible Persons</p> <p>b) the mechanism to ensure that the Affordable Housing is not used for any other purpose;</p> <p>c) the mechanism to ensure that the Affordable Housing is affordable in perpetuity;</p>
<b>“Assisted Ownership Terms”</b>		terms of sale of the Assisted Ownership Units to First Time Buyers to be agreed with the Minister;

<b>"Assisted Ownership Unit"</b>		any one of the six (6) Dwelling Units adjacent to La Rue a Don as shown on drawing 2526-P1 Rev E (being units numbered 1-6) to be constructed on the Site as part of the Development to be to be transferred to an Eligible Person on Assisted Ownership Terms;
<b>"Bus Contribution"</b>	<b>Shelter</b>	a financial contribution of seven thousand five hundred pounds (£7,500) sterling towards the provision by the Minister for Infrastructure of a bus shelter proximate to the Site;
<b>"Chief Officer"</b>		the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States responsible for planning and building in accordance with Article 1 of the Law;
<b>"Commencement"</b>		the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out, and "Commence" and "Commenced" shall be construed accordingly;
<b>"Commencement"</b>		the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out and "Commence" and "Commenced" shall be construed accordingly;
<b>"Crossing Improvement Contribution"</b>		a financial contribution of fifteen thousand pounds (£15,000) sterling to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure for the purpose of building out the kerb line or otherwise providing a crossing improvement at the junction of Rue de la Croix and Rue a La Don;
<b>"Cycleway Contribution"</b>		the sum of twenty six thousand and nine hundred pounds (£26,900) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure for the purposes of the Eastern Cycle Network;

<b>"Development"</b>		the development of the Property to Demolish glasshouses and construct 35 No. three bedroom houses with associated communal gardens, landscaping and parking. Create vehicular access onto La Rue a Don as set out in the Application;
<b>"Dwelling Unit"</b>		a residential unit forming part of the Development to be constructed pursuant to the Planning Permit;
<b>"Eligible Person"</b>		shall mean persons who are :  (a) on the Affordable Housing Gateway register retained or referred to by the Minister for Housing from time to time in the discharge of that Minister's housing function; or  (b) certified by the Minister for Housing at all times acting reasonably consistently with the discharge of their housing function as being eligible to reside in the Affordable Housing Units;
<b>"Family Member"</b>		a member of the family of an Eligible Person and for the purposes of this Agreement shall mean the brother, sister, daughter, son, step-child, parent, grandparent or grandchild;
<b>"GST"</b>		goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
<b>"Index"</b>		the all Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey;
<b>"Interest"</b>		interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time;
<b>"Island Plan 2011"</b>		The States of Jersey Island Plan, 2011 (as amended from time to time);

<b>"Law"</b>		the Planning and Building (Jersey) Law 2002;
<b>"Minister for Housing"</b>		the Minister for Housing, including his or her successor and any person or body to whom the functions of the Minister for Housing may be transferred hereafter or lawfully delegated from time to time;
<b>"Minister for Infrastructure"</b>		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;
<b>"Occupation" "Occupy" and "Occupied"</b>		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;
<b>"Planning Permit"</b>		the planning permission for the Development as applied for and described in the Application (P/2016/0308) a copy of which is attached in the Third Schedule;
<b>"Pedestrian Footway Works"</b>		all works necessary to create a pedestrian footway and cycleway on the frontage of the site with La Rue a Don such that it can form part of and be integrated with the Eastern Cycle Way Route together with alterations to the kerb on the land shown for the purposes of identification cross hatched black on the Plan;
<b>"Pedestrian Footway Works Specification"</b>		a specification for the carrying out of the Pedestrian Footway Works;
<b>"Public"</b>		the Public of the Island of Jersey;
<b>"Relevant Land"</b>		that part of the Site comprising the Affordable Housing Units;



<b>"Royal Court"</b>		the Royal Court of the Island of Jersey;
<b>"SHU"</b>		the Strategic Housing Unit established following States approval of P33/2013 (or any successor body);
<b>"Site"</b>		De la Mare Nurseries Site, La Rue a Don, Grouville identified by a thick black edging and hatched black on the Plan upon which the Development is to be carried out;
<b>"Social Rented Affordable Housing Unit"</b>		any one of the twenty nine (29) Dwelling Units as shown on drawing 2526-P1 Rev E (being units numbered 7-35) to be constructed on the Site as part of the Development to be transferred following practical completion to an Approved AHP;
<b>"Social Rental Terms"</b>		means terms that are approved by the Minister for Housing;
<b>"Traffic Calming Contribution"</b>		the sum of twelve thousand pounds (£12,000) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure towards traffic calming measures to the west of the entrance to the Site. ;

## 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 Chief Officer the successors to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

### **3 LEGAL BASIS**

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

### **4 EFFECTIVE DATE**

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

### **5 OWNERS COVENANTS**

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

### **6 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 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 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 his interest in the Site occurring before all the obligations under this Agreement have been discharged.

## **10 INDEXATION**

Any sum referred to in the Second Schedule shall be increased by an amount equivalent to the increase in the Index from the date on which this Agreement is registered in the Public Registry of Contracts until the date on which such sum is paid.

## **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**

- 14.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof;
- 14.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that GST had not previously been charged in respect of that supply the person making the supply shall have the right to issue a GST invoice to the person to whom the supply was made and the GST shall be paid accordingly

## **14 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**

Realty to which the Owner has of right by hereditary contract of purchase from Bruce Hepburn de la Mare dated 25th July 1986

# A Tous ceux qui

ces présentes Lettres Verront ou Orrornt

Peter Leslie Crill, Ecuier, Commandeur du Très-Excellent Ordre de l'Empire Britannique, Bailli de l'île de Jersey sous notre Souveraine Dame Elizabeth Deux par la Grâce de Dieu Reine du Royaume Uni de la Grande Bretagne et de l'Irlande du Nord et de ses autres Royaumes et Territoires Chef du Commonwealth Défenseur de la Foi Salut en Dieu Sachent tout que l'an de Grâce mil neuf cent quatre-vingt-six, le vingt-cinq Juillet.

COMPARURENT personnellement en droit à Saint Hélier pardevant nous :-  
Monsr. Bruce Hepburn de la Mare, fils Clarence John, d'une part;

ET Monsr. Roy Norman Smith, fils George Hellier d'autre part.

LEQUEL Monsr. Bruce Hepburn de la Mare de sa libre volonté VENDIT à lui d'héritage pour lui et ses hoirs audit Monsr. Roy Norman Smith, pour lui et ses hoirs, les héritages suivants formant deux corps de bien-fonds; savoir :-

PREMIEREMENT, les terres suivantes, savoir :-

"Le Jardin de la Maison" (autrefois appelé "Le Grand Jardin") contenant avec les bancs d'épines et reliefs du Nord et de l'Est la mitoyenneté des bornes de l'Ouest et le mur du Sud, Deux vergées vingt trois perches;

Le Clos appelé "Le Bas Acre", "Le Jardin de Bas" et partie du Pré de la maison (maintenant réunis en une seule et même pièce appelée "Le Bas Acre") contenant avec un bout de fossé et relief de l'Ouest, Sept vergées quatre perches;

"Le Pré de la Maison" qui fut à Monsr. François Vápy contenant avec le banc d'épines et relief du Sud et la mitoyenneté du Douet ou courant d'eau du Nord, Deux vergées trente-sept perches dix pieds;

ET le reste du Grand Jardin à Pommiers qui fut à Mr. Hellier Dumaresq et du Pré de la Maison qui fut audit Mr. Hellier Dumaresq.

ITEM, les magasin, appartement, offices, garage, serres et appartenances érigés sur partie desdites terres.

LESDITES terres ci-dessus décrites étant réunies et pour éviter aucun doute lesdites terres avec la mitoyenneté, sans relief, des bornes de l'Ouest vers la propriété appartenant à la Société à responsabilité limitée dite "Home Farm (Grouville) Limited" la mitoyenneté du Douet ou courant d'eau du Nord vers la terre que se réserve ledit Vendeur et la propriété, sans relief, de la bordure en béton de l'Est au pourportant de certain chemin particulier, trottoir et rond-point aussi réservés par ledit Vendeur, le tout se tenant et joignant ensemble et formant un premier corps de bien fonds, joignant en partie par l'Est à la terre appartenant aux hoirs ou à ses ayant droit de feu



Monsr. John Francis Simonet, bordant au reste par l'Est et en partie par le Sud audit chemin particulier, trottoir et rond-point que se réserve ledit Vendeur, joignant par le Nord à la terre que se réserve ledit Vendeur, en partie par l'Ouest à la terre appartenant aux hoirs ou à ses ayant droit de défunte Dlle. Clarisse Ann Le Maître, femme de Monsr. John Philip Le Corju, en partie à celle appartenant à ladite Société "Home Farm (Grouville) Limited" (ayant droit par acquêt héréditaire de Dlle. Pamela Honor Coutanche, femme de John Barlas, ECR., par contrat en date du cinq Octobre mil neuf cent quatre-vingt-quatre) en partie par l'Ouest et en partie par le Sud à celle appartenant à Monsr. Léonard René Hamel (ayant droit par le Testament d'Immeubles de feu Monsr. René Eugène Hamel, son père, lequel Testament fut enregistré au Registre Public de cette Ile par Acte de la Cour Royale en date du quinze Mars mil neuf cent septante-neuf) et bordant au reste par le Sud sur le chemin public appelé "Rue à Don".

LEDIT premier corps de bien fonds étant séparé et délimité sur partie du côté de l'Ouest d'icelui d'avec ladite propriété appartenant à ladite Société "Home Farm (Grouville) Limited" par le moyen desdites trois bornes qui ont été plantées, comme suit savoir :-

la première desdites bornes se trouve vers la carre Sud-Est de ladite propriété appartenant à ladite Société "Home Farm (Grouville) Limited", à deux pieds deux-et-demi pouces à l'Ouest de la face Ouest du mur de l'Ouest d'une rangée de serres érigée sur partie dudit premier corps de bien fonds présentement vendu et à deux pieds deux pouces au Nord-Ouest de la carre Sud-Ouest d'un pilier en blocs en béton qui forme la carre Sud-Ouest de ladite rangée.

la deuxième desdites bornes est plantée à quatre-vingt-sept pieds neuf pouces au Nord de ladite première et à cinq pieds deux pouces à l'Ouest de la face Ouest dudit mur de l'Ouest de ladite rangée de serres.

Et la troisième et dernière desdites bornes est plantée proche la carre Nord-Est de ladite pièce de terre appartenant à ladite Société "Home Farm (Grouville) Limited", à quatre cent seize pieds ou environ au Nord ou environ de ladite deuxième borne.

TOUTES lesdites mesures étant en pieds royaux et prises en lignes droites et lesquelles trois bornes seront et demeureront mitoyennes (sans relief) pour servir de bornes entre lesdites parties, leurs hoirs, successeurs ou ayant droit respectifs pour être maintenues et entretenues, comme telles à fin d'héritage.

LA LIGNE DE DEMARCATION délimitant ledit premier corps de bien fonds sur partie dudit côté de l'Ouest d'avec ladite propriété appartenant à ladite Société "Home Farm (Grouville) Limited" est une ligne imaginaire tirée vers le Sud à partir du centre de ladite première borne jusqu'à atteindre la limite Sud de ladite propriété





appartenant à ladite Société et ladite ligne de démarcation est prolongée vers le Nord à partir du centre de ladite première borne jusqu'à atteindre le centre de ladite deuxième borne et de là continuant vers le Nord suivant le centre d'une haie vive séparant ladite propriété appartenant à ladite Société "Home Farm (Grouville) Limited" d'avec ledit premier corps de bien fonds présentement vendu jusqu'au centre du bout Nord de ladite haie vive, et de là prolongée vers le Nord inclinant un peu vers l'Est jusqu'à atteindre le centre de ladite troisième borne et de là prolongée dans la même direction jusqu'à atteindre la carre Nord-Est de ladite propriété appartenant à ladite Société "Home Farm (Grouville) Limited".

ETANT RECONNU par ledit Acquéreur pour lui et ses héirs ou ayant droit comme suit, savoir :-

QU'IL sera loisible tant à ladite Société "Home Farm (Grouville) Limited" qu'audit Acquéreur de planter, aux frais de la partie entreprenant le travail, une haie vive où il n'y a aucune haie vive à présent sur ladite ligne de démarcation de l'Ouest, laquelle haie vive (ainsi que celle déjà plantée) n'excédera jamais une hauteur de six pieds royaux au-dessus de la surface normale du sol pour une distance de deux cents pieds allant Nord à partir du centre de ladite première borne ci-dessus décrite.

LE TOUT à fin d'héritage et comme il fut établi dans ledit contrat d'acquêt héréditaire par ladite Société "Home Farm (Grouville) Limited" de ladite Dlle. Pamela Honor Coutanche, femme mariée comme dit est, par ledit contrat en date dudit cinq Octobre mil neuf cent quatre-vingt-quatre, recours à icelui.

ETANT CONVENU, RECONNU ET ACCORDE entre lesdites parties pour elles et leurs héirs respectifs ou ayant droit comme suit, savoir :-

QUE ledit Vendeur se réserve droit de chemin et passage toutes fois et quantes et à tous usages par sur et à travers l'extrémité Est dudit Pré de la Maison formant partie dudit premier corps de bien-fonds présentement vendu et ce sur une largeur d'au moins douze pieds royaux et ce afin d'aller et venir de ladite terre que se réserve ledit Vendeur auxdits chemin particulier, trottoir et rond-point que se réserve aussi ledit Vendeur et ensuite audit chemin public "Rue à Don".

QUE ledit Acquéreur aura droit de chemin et passage toutes fois et quantes et à tous usages par-dessus lesdits chemin particulier, trottoir et rond-point que se réserve ledit Vendeur et ce afin d'aller et venir dudit premier corps de bien fonds présentement vendu audit chemin public, en payant sa juste proportion des frais des maintiens et entretien d'iceux conjointement avec ceux en faisant usage.

QUE tant ledit Acquéreur que Monsr. Alan Geoffrey Falle (ayant droit à certain becquet de terre par acquêt héréditaire par contrat en date du trent-et-un Janvier mil neuf cent septante-cinq dudit Vendeur) que ledit Vendeur leurs et ses héirs ou ayant

droit (respectifs) auront le droit de joindre, placer, garder, maintenir, entretenir, réparer et remplacer quoi bon leur semblera en dessous desdits chemin particulier, trottoir et rond-point ; à la charge en ce faisant de causer le moins d'inconvénient possible l'un à l'autre, d'achever les travaux aussi vite que possible et de remettre les lieux affectés en état convenable après l'achèvement de tels travaux.

QU'AUCUN édifice que ledit Acquéreur pourrait ériger dans la partie Sud-Est dudit premier corps de bien-fonds présentement vendu sera au moins vingt pieds royaux à l'Ouest desdits chemin particulier et trottoir que se réserve ledit Vendeur dans le cas que ledit édifice aurait un rez-de-chaussée, un étage au-dessus et un toit rangé (anglicisé "pitched roof") et de plus que ledit édifice en aucun cas n'aura jamais plus qu'un étage avec ledit toit rangé (anglicisé "pitched roof") étant entendu que la limite de ce présente restriction est à partir dudit chemin public appelé "Rue à Don" allant Nord <sup>vingt-cinq</sup> pour une distance de cinq/ <sup>vingt-cinq</sup> pieds de tol de longueur.

QUE ledit Acquéreur aura droit d'accès avec ou sans ouvriers et matériaux sur ledit chemin particulier, trottoir et rond-point afin de remplacer, réparer, rebâtir, maintenir et entretenir ladite bordure en béton de l'Est formant partie dudit premier corps de bien-fonds présentement vendu ou aucune clôture quelconque qui pourrait par la suite être érigée ou plantée par ledit Acquéreur en dessus ou en remplacement d'icelle, à la charge audit Acquéreur de causer le moindre inconvénient possible, d'achever lesdits travaux aussi vite que possible et de remettre les lieux affectés en état convenable après l'achèvement de tels travaux.

QUE ledit Acquéreur aura le droit de pratiquer des ouvertures avec piliers de bâches et barrières dans ladite bordure en béton de l'Est dudit premier corps de bien-fonds présentement vendu ou dans aucune clôture quelconque qui pourrait par la suite être érigée ou plantée comme est ci-dessus décrite.

QUE pour éviter aucun doute ledit trottoir formant partie de ladite propriété que se réserve ledit Vendeur comme est ci-dessus mentionné est situé longeant la plupart du côté Est dudit chemin particulier que se réserve ledit Vendeur mais il n'y a pas aucun trottoir à l'Ouest et au pourportant dudit second corps de bien-fonds ci-après mentionné.

QUE ledit Acquéreur aura le droit de garder, remplacer, réparer, maintenir et entretenir au-dessus desdits chemin particulier et trottoir que se réserve ledit Vendeur certain câble comme à présent et ce afin de raccorder certain système d'alarme établi sur ledit premier corps de bien-fonds présentement vendu au second corps de bien-fonds ci-après mentionné à la charge audit Acquéreur de causer le moindre inconvénient possible audit Vendeur.

QUE si dans le cours de vingt années de la date de ces présentes lesdites terres (à l'exclusion des emplacements desdits magasin, offices, garage et appartenances érigés sur partie d'icelles) et les emplacements desdites terres formant partie dudit premier corps de bien-fonds ou aucune partie d'iceux soient utilisés pour y construire des maisons



d'habitation ou appartement ou un ou plusieurs groupes de maisons de rapport (anglicisé "block of flats") ou des édifices servant à aucuns usages non liés au commerce d'agriculture, horticulture ou fleuriste, alors ledit Acquéreur s'engage et s'oblige pour lui et ses heirs ou ayant droit de payer audit Vendeur ou à ses exécuteurs ou administrateurs la moitié de la différence entre la valeur desdits terres et emplacements de serre à la date de ces présentes suivant certaine appréciation préparée par Messrs. Langois en date du vingt-sept Juillet mil-neuf cent quatre-vingt-cinq recours à celui et la valeur de tels terres et emplacements de serres ou partie d'iceux approuvés par les autorités compétentes comme terrain à bâtir ("building land") à la date de tel développement et ce après déduction de la moitié d'aucuns frais légaux encourus par ledit Acquéreur ses heirs ou ayant droit.

POURVU toutefois qu'en cas de désaccord entre lesdites parties quant aux valeurs des prix courants la question sera référée au dire de deux arbitres dont l'un sera nommé par ledit Vendeur ou ses exécuteurs ou administrateurs et l'autre par ledit Acquéreur ses heirs ou ayant droit, lesdits arbitres ayant le droit en cas de désaccord entre eux de nommer un tiers arbitre dont la décision des deux arbitres en cas d'accord ou du tiers en cas de désaccord sera finale et sans appel.

LADITE Vente héréditaire dudit premier corps de bien fonds faite pour et en considération de la somme de CENT QUATRE VINGT MILLE LIVRES STERLING laquelle somme ledit Acquéreur paiera en espèces audit Vendeur dix jours après la passation du présent contrat devant Justice.

ET SECONDEMENT certaine maisonnette ou "bungalow" appelée "Tahra Villa" et garage érigés par ledit Vendeur avec les jardins ou terrains en dépendant, le tenant et joignant ensemble et formant un second corps de bien fonds avec la mitoyenneté sans relief des deux pierres ou devises du Nord, la propriété des fossés et relief de l'Est et la mitoyenneté de la palissade en bois et mur du Sud, joignant par l'Est à la propriété appartenant à Monsr. Henry Peter Le Tourneur, par le Nord et en partie par le Sud aux propriétés que se réservent ledit Vendeur et bordant par l'Ouest et au reste par le Sud sur ledit chemin particulier et trottoir que se réserve ledit Vendeur.

LEQUEL second corps de bien fonds étant séparé et délimité par ledit côté du Nord d'icelui d'avec ladite propriété que se réserve ledit Vendeur par le moyen desdites deux pierres ou devises, lesquelles sont plantées comme suit, savoir :-

LA PREMIERE se trouve proche la carre Nord-Ouest dudit garage formant partie dudit second corps de bien fonds présentement vendu à cinquante deux pieds onze pouces au Sud-Est de la carre Sud-Ouest de la maison portant le numéro onze "Paddock End", à quarante deux pieds quatre et demi pouces au Nord-Est de la carre Nord-Ouest de ladite maisonnette ou "bungalow" formant partie dudit second corps de bien fonds présentement vendu et à vingt-huit pieds neuf pouces au Nord-Ouest de la carre Nord-Est de ladite maisonnette ou "bungalow" formant partie dudit second corps de bien fonds présentement vendu et



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LA SECONDE se trouve proche la carré Nord-Est dudit second corps de bien fonds présentement vendu, à quarante-neuf pieds deux pouces à l'Est de ladite première pierre ou devise, à cinquante-deux pieds un pouce au Nord-Est de ladite carré Nord-Est de ladite maisonnette ou "bungalow" formant partie dudit second corps de bien-fonds présentement vendu et à soixante-huit pieds sept pouces au Nord de la limite Sud dudit second corps de bien fonds présentement vendu.

TOUTES lesdites mesures étant en pieds royaux, prises en lignes droites, et agréées et accordées entre lesdites parties et lesquelles pierres ou devises seront et demeureront mitoyennes, sans relief, pour servir de bornes entre lesdites parties pour être maintenues et entretenues comme telles à fin d'héritage.

LA LIGNE DE DEMARCATIION par le côté du Nord dudit second corps de bien fonds présentement vendu d'avec ladite propriété que se réserve ledit Vendeur, étant une ligne droite imaginaire tirée reliant le centre desdites pierres ou devises ci-dessus décrites, prolongée vers l'Est jusqu'à atteindre ladite propriété appartenant audit Sieur Le Tourneur et vers l'Ouest jusqu'à atteindre ledit chemin particulier que se réserve ledit Vendeur.

LES LIGNES DE DEMARCATIION sur les bords Est et Ouest dudit côté du Sud dudit second corps de bien fonds présentement vendu où il n'y a pas de murs ou palissades en bois d'avec lesdites propriétés que se réservent ledit Vendeur sont PREMIEREMENT une ligne droite imaginaire tirée allant vers l'Ouest à partir du bout Ouest dudit mur mitoyen du Sud dudit second corps de bien fonds présentement vendu en le même alignement d'une ligne droite imaginaire traversant le centre dudit mur mitoyen jusqu'à atteindre ledit chemin particulier que se réserve ledit Vendeur et SECONDEMENT une ligne droite imaginaire tirée allant vers l'Est à partir du bout Est de ladite palissade en bois mitoyenne du Sud dudit second corps de bien fonds présentement vendu en le même alignement d'une ligne droite imaginaire traversant le centre de ladite palissade en bois mitoyenne jusqu'à atteindre la limite Est dudit second corps de bien fonds présentement vendu.

QUÉ la limite Ouest au pourportant dudit second corps de bien fonds où il n'y a pas de trottoir est une ligne droite imaginaire tirée entre la carré Nord-Ouest du trottoir situé immédiatement à l'Ouest et en devant de la propriété "Malvern Court" appartenant audit Vendeur, et la carré Sud-Ouest du trottoir situé immédiatement à côté du mur à l'Ouest et en devant de la maison numéro onze "Paddock End" appartenant audit Sieur Falle.

ETANT CONVENU, RECONNU ET ACCORDE entre lesdites parties pour elles et leurs heirs respectifs ou ayant droit comme suit, savoir: -



QUE ledit Acquéreur aura droit de chemin et passage toutes fois et quantes et à tous usages par dessus lesdits chemin particulier, trottoir et rond-point que se réserve ledit Vendeur, et ce afin d'aller et venir dudit second corps de bien fonds présentement vendu audit chemin public en payant sa juste proportion des frais des maintien et entretien d'iceux conjointement avec ceux en faisant usage.

QUE tant ledit Acquéreur que ledit Monsr. Alan Geoffrey Falle (ayant droit audit becquet de terre par acquêt héréditaire par ledit contrat en date du trente-et-un Janvier mil neuf cent septante-cinq dudit Vendeur) que ledit Vendeur, leurs hoirs ou ayant droit respectifs auront le droit de placer, joindre, garder, maintenir, entretenir, et remplacer quoi bon leur semblera en dessous desdits chemin particulier, trottoir et rond-point ; à la charge en ce faisant de causer le moins d'inconvénient possible l'un à l'autre, d'achever les travaux aussi vite que possible et de remettre les lieux affectés en état convenable après l'achèvement de tels travaux.

QUE ledit Acquéreur aura le droit de garder, remplacer, réparer, maintenir et entretenir au dessus desdits chemin particulier et trottoir que se réservent ledit Vendeur certain câble comme à présent et ce afin de raccorder certain système d'alarme établi sur ledit premier corps de bien fonds présentement vendu audit second corps de bien fonds présentement vendu, à la charge audit Acquéreur de causer le moindre inconvénient possible audit Vendeur.

QUE ledit Acquéreur aura le droit d'ériger un mur ou autre clôture ou de planter une haie vive suivant ladite ligne de démarcation de l'Ouest ci-dessus décrite sans laisser aucun relief avec droit d'accès sur ledit chemin particulier que se réserve ledit Vendeur avec ou sans ouvriers et matériaux afin d'ériger, de planter, remplacer, réparer, maintenir et entretenir lesdits mur ou autre clôture ou haie vive, à la charge audit Acquéreur de causer le moindre inconvénient possible audit Vendeur et d'effectuer lesdits travaux aussi vite que possible et de remettre les lieux affectés en bon état une fois lesdits travaux achevés.

QUE ledit Acquéreur aura le droit de pratiquer des ouvertures avec piliers de hâches et barrières dans ledit mur ou clôture ou haie vive érigés ou plantés suivant ladite ligne de démarcation de l'Ouest dudit second corps de bien fonds présentement vendu.

QU'IL sera loisible soit audit Acquéreur soit audit Vendeur afin de plus ample-ment séparer leursdites propriétés respectivement (au Nord et au Sud dudit deuxième corps de bien fonds présentement vendu), de faire ériger des murs ou autres clôtures ou de planter des haies vives et ce aux frais de la partie entreprenant le travail tant sur ladite ligne de démarcation du Nord que sur lesdites lignes de démarcation du Sud dudit second corps de bien fonds présentement vendu, lesquels murs ou autres clôtures ou



haies vives seront assis et fondés moitié sur le terrain de l'un et moitié sur le terrain de l'autre desdites parties et une fois érigés seront et demeureront mitoyens pour être maintenus et entretenus comme tels à fin d'héritage.

QU'AUCUNS tuyaux d'eau et de gaz ainsi qu'aucuns câbles d'électricité et du téléphone ou aucuns égouts qui pourraient se trouver dans ladite propriété que se réserve ledit Vendeur au Sud dudit second corps de bien fonds présentement vendu servent lesdites propriétés soit en commun soit séparément pourront rester tels qu'ils sont à présent établis, avec droit d'accès audit Acquéreur sur ladite propriété que se réserve ledit Vendeur pour réparer, remplacer, nettoyer, maintenir et entretenir tels tuyaux, câbles et égouts ; à la charge d'effectuer tous travaux de la manière la plus expéditive possible, de causer le moindre inconvénient possible audit Vendeur et de remettre les lieux affectés en état convenable immédiatement après l'achèvement de tels travaux ; lesquels tuyaux, câbles et égouts seront maintenus et entretenus à frais communs dans le cas qu'ils servent lesdites propriétés en commun et chaque partie sera responsable des frais des maintien et entretien de la partie desdits tuyaux, câbles et égouts qui sert ladite propriété seulement.

LE TOUT à fin d'héritage.

ET en la même heure et instance de droit lesdites parties se sont convenues et accordées pour elles et leurs heirs respectifs que ledit Acquéreur aura droit de chemin et passage toutes fois et quantes et à tous usages comme à présent par dans et à travers le terrain appartenant audit Vendeur situé à l'Ouest et au pourportant de certain bâtiment ou "shed" en tôle ondulée érigé sur partie de ladite propriété que se réserve ledit Vendeur au Nord dudit second corps de bien fonds présentement vendu et ce afin que ledit Acquéreur puisse exercer accès dudit second corps de bien fonds, lequel droit terminera après un avertissement de deux mois de la part dudit Vendeur. Etant entendu que pendant l'existence dudit droit ledit Vendeur ne pourra faire aucune clôture sur ladite ligne de démarcation du Nord dudit second corps de bien fonds ci-dessus décrit entre ladite première pierre ou devise ci-dessus décrite, et ledit chemin particulier que se réserve ledit Vendeur à l'Ouest dudit second corps de bien fonds présentement vendu.

LADITE Vente héréditaire de ce second corps de bien fonds faite pour et en considération de la somme de QUARANTE-CINQ MILLE LIVRES STERLING que ledit Acquéreur paiera en espèces audit Vendeur dix jours après la passation du présent contrat devant Justice.

LESDITS héritages tels qu'ils sont avec tous et autant de droits, appartenances et dépendances comme on peuvent appartenir et dans l'état où ils se trouvent avec tous leurs vices apparents ou cachés s'ils existent situés en la Paroisse de Grouville, dans la Vingtaine des Marais.



A LA CHARGE audit Acquéreur et à ses hérits de se conformer à toutes les clauses, conditions et restrictions auxquelles ledit Vendeur pouvait être assujéti pour et à cause desdits héritages présentement vendus, auxquels il avait droit comme suit, savoir :- auxdits Jardin de la Maison, Le Bas Acre et Le Pré de la Maison qui fut à Monsr. François Valpy (entr'autres héritages) par contrat en date du onze Septembre mil neuf cent cinquante-quatre de Bail, Cession et Transport héréditaires à lui faits par Dlle. Ethelind Hibbs, sa mère, veuve de Monsr. Clarence John de la Mare, laquelle y avait droit comme légataire universelle au Testament d'Immeubles de Monsr. Clarence John de la Mare, sondit mari, lequel Testament fut enregistré au Registre Public de cette lie par Acte de la Cour Royale en date du vingt-huit Juin mil neuf cent quarante-sept, lequel défunt y avait droit par prise et acquêt héréditaires par contrat en date du dix-neuf Décembre mil neuf cent quarante-deux de Monsr. Louis Alfred Simon ; et à ladite maisonnette ou "bungalow" appelée "Tahra Villa", garage et appartenances et au reste du Grand Jardin à Pommiers qui fut à Mr. Hélier Dumaresq et du Pré de la Maison qui fut audit Mr. Hélier Dumaresq (entr'autres héritages) par contrat en date du treize Octobre mil neuf cent cinquante-et-un de Bail, Cession et Transport héréditaires à lui fait par ladite Dlle. Ethelind Hibbs, sadite mère, veuve comme dit est, laquelle y avait droit comme légataire universelle audit Testament d'Immeubles de sondit feu mari, lequel défunt y avait droit par prise et acquêt héréditaires par contrat en date dudit jour dix-neuf Décembre mil neuf cent quarante-deux de Monsr. Hector Stokes Bord Cox.

AU RESTE lesdits héritages francs et quittes de toutes rentes et redevances, POSSESSION du contenu des prémisses présentement et ensuite à fin d'héritage, ETANT ENTENDU entre lesdites parties que le rât parcellial tant foncier que d'occupants dû pour et à cause desdits héritages présentement vendus pour l'année courante sera réparti entr'elles suivant à leurs périodes respectives de possession d'iceux pendant ladite année.

PARTANT S'OBLIGERENT lesdites parties pour elles et leurs hérits respectifs à la fourniture et garantie réciproque du contenu des prémisses selon droit.

ET JURERENT lesdites parties que jamais contre les prémisses elles n'iront ni ne feront aller à quoi nous les condamnâmes à peine de parjure.

EN TEMOIN de quoi nous avons scellé ces Lattres avec le sceau de la Cour Royale.

PRESENT A CE: *Henry Perde et Geoffrey Hubert Hamon, Ecuyer, Jurs de la Reine*

SK.H.V.

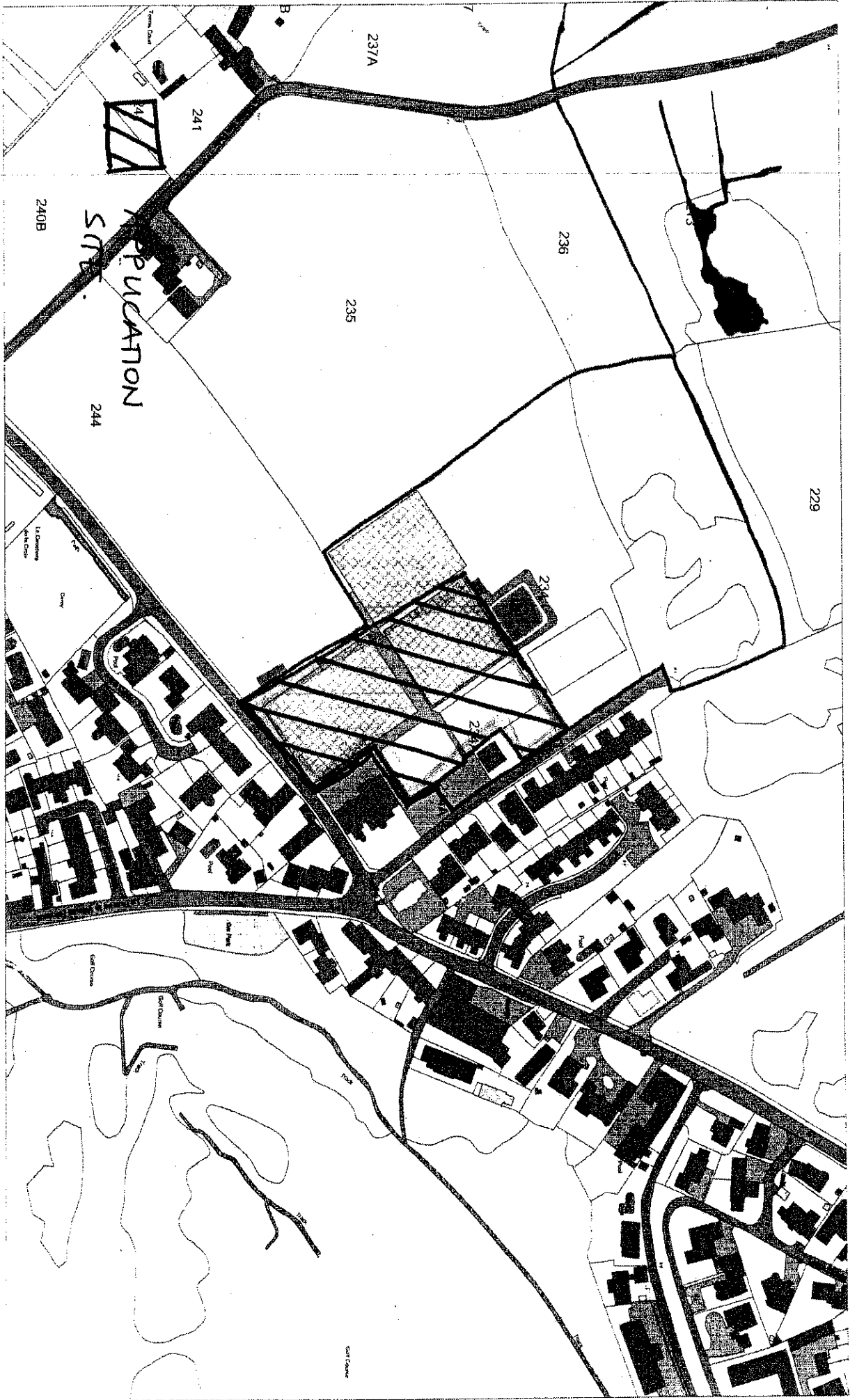
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**SECOND SCHEDULE**

**The Plan**

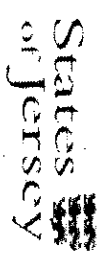




01 March 2016

# LOCATION PLAN

SCALE 1: 2500



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1. The site is located within the proposed housing development at La Ravenne, Greenville. The site is bounded to the north by the proposed road, to the east by the proposed road, to the south by the proposed road, and to the west by the proposed road.

2. The site is currently vacant and is proposed for residential development. The proposed development consists of a residential building with a total floor area of 3479.3 sqm. The proposed development is shown on the site plan.

3. The proposed development is shown on the site plan. The site is bounded to the north by the proposed road, to the east by the proposed road, to the south by the proposed road, and to the west by the proposed road.

4. The proposed development is shown on the site plan. The site is bounded to the north by the proposed road, to the east by the proposed road, to the south by the proposed road, and to the west by the proposed road.

5. The proposed development is shown on the site plan. The site is bounded to the north by the proposed road, to the east by the proposed road, to the south by the proposed road, and to the west by the proposed road.

6. The proposed development is shown on the site plan. The site is bounded to the north by the proposed road, to the east by the proposed road, to the south by the proposed road, and to the west by the proposed road.

7. The proposed development is shown on the site plan. The site is bounded to the north by the proposed road, to the east by the proposed road, to the south by the proposed road, and to the west by the proposed road.

8. The proposed development is shown on the site plan. The site is bounded to the north by the proposed road, to the east by the proposed road, to the south by the proposed road, and to the west by the proposed road.

9. The proposed development is shown on the site plan. The site is bounded to the north by the proposed road, to the east by the proposed road, to the south by the proposed road, and to the west by the proposed road.

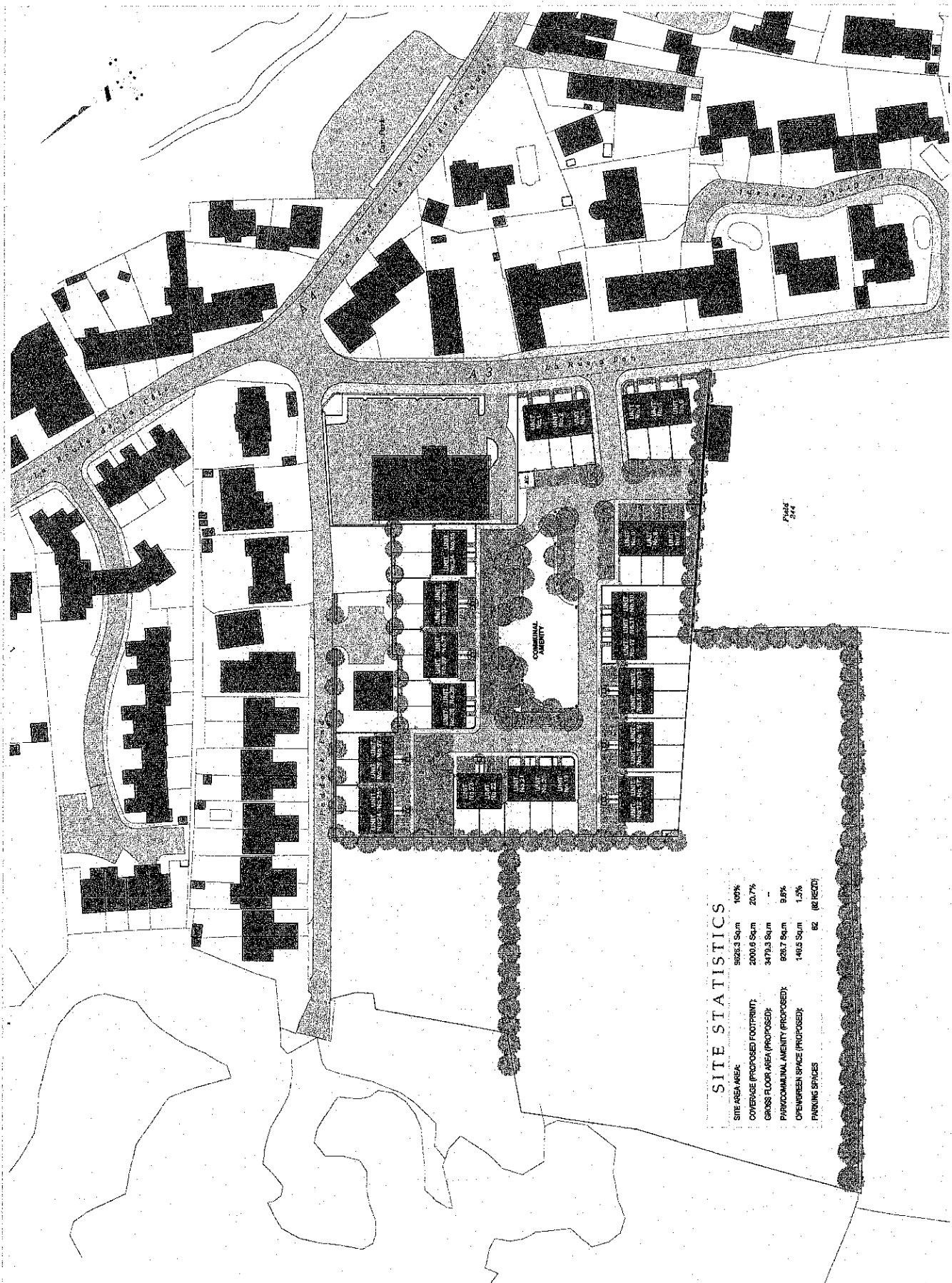
10. The proposed development is shown on the site plan. The site is bounded to the north by the proposed road, to the east by the proposed road, to the south by the proposed road, and to the west by the proposed road.

**JS LIVINGSTON**  
AGRICULTURAL SERVICES

The Estate: Stone View, 821 Royal  
St. Lawrence, Jersey, JE3 1LP  
Tel: 01534 811111 - 811111 ext. 222  
www.js-ag.com

Site Plan

2526-PI



**SITE STATISTICS**

SITE AREA/HECT	5226.3 Sqm	100%
COVERAGE (PROPOSED FOOTPRINT)	2000.6 Sqm	20.7%
GROSS FLOOR AREA (PROPOSED)	3479.3 Sqm	-
PERFORMANCE/HECT (PROPOSED)	667.7 Sqm	9.8%
OPEN/GREEN SPACE (PROPOSED)	1463.5 Sqm	1.5%
PARKING SPACES	82	(82/8200)

ISSUED FOR  
PLANNING  
APPROVAL

1 SITE PLAN  
PI

THIRD SCHEDULE  
**The Planning Permit**

**Department of the Environment  
Planning and Building Services**

South Hill  
St Helier, Jersey, JE2 4US  
Tel: +44 (0)1534 445508



Mr R Williams  
JSL Associates 2012 Ltd  
The Studio  
Grove View  
St. Lawrence  
JE3 1LP

Planning Application Number P/2016/0308

Dear Sirs

<b>Application Address:</b>	Beauvoir Nurseries Ltd, De la Mare Florist, La Rue a Don, Grouville, JE3 9DX.
<b>Description of Work:</b>	Demolish glasshouses and construct 35 No. three bedroom houses with associated communal gardens, landscaping and parking. Create vehicular access onto La Rue a Don. 3D MODEL AVAILABLE. AMENDED DESCRIPTION: Addition of storage shed for each house. AMENDED PLANS RECEIVED.

Please find enclosed the decision notice for the above application.

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

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

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

Yours faithfully

**C. E. JONES**  
**Senior Planning Officer**  
**01534 448464**  
**[c.jones2@gov.je](mailto:c.jones2@gov.je)**

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



Planning Application Number P/2016/0308

# DRAFT 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 glasshouses and construct 35 No. three bedroom houses with associated communal gardens, landscaping and parking. Create vehicular access onto La Rue a Don. 3D MODEL AVAILABLE. AMENDED DESCRIPTION: Addition of storage shed for each house. AMENDED PLANS RECEIVED.

To be carried out at:

Beauvoir Nurseries Ltd, De la Mare Florist, La Rue a Don, Grouville, JE3 9DX.

**REASON FOR APPROVAL:** The proposed development is considered to be acceptable having due regard all of the material considerations raised and consideration of the relevant Island Plan policies including the submitted plans and other documents.

In addition, the representations raised to the scheme on the grounds of have been assessed.

The representations relate to the following issues:

Unacceptable increase in traffic generation; Out of keeping with character of the area; The should be better quality housing for the existing tenants rather than new housing; There is enough new housing in Gorey/Grouville; The development will detrimentally impact on Grouville Marsh both from

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2016/0308

visual impact and from pollution; the site should be returned to agricultural land, and the maintenance of the proposed landscaping; the suitability of the proposed wildlife corridors and the potential for the tree species shown to shade the adjoining agricultural field making it difficult to cultivate.

However, in this respect, it is considered that the proposal on a designated affordable housing site accords with the terms of Policies SP 1; SP 2; SP 4; SP 6; SP 7; GD 1; GD 3; GD 4; GD 6; GD 7; NE 2; NE 3; NE 4; NE 7; H 1; H 4; TT 3; TT 4; TT 5; TT 8; NR 7; WM 1; LWM 2 and LWM 3 of the 2011 Island Plan (Revised 2014), in that the proposed development is of the design, scale and density required for the site and the overall area context, it can be suitably accessed and drained; is well screened from outside the site, provides a number of environmental benefits and the landscaping scheme does not have an unreasonable impact on the viability of the adjoining field for agricultural purposes.

### INFORMATIVES:

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should be aware that the site has been identified as having the possible presence of protected wildlife species. 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 (Jersey) Law (2000) and you are advised that it is your duty under the Law to stop work and notify the Department of Environment on +44 (0) 1534 441600 immediately should any species be found.

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should be aware of the possible presence of ASBESTOS within the development site. It is recommended that further advice is sought from a suitably qualified professional prior to the commencement of development so as to reduce the risk to public health.

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance on The Control of Dust and Emissions from Construction and Demolition, which can be found online at:  
[http://www.london.gov.uk/thelondonplan/guides/bpg/bpg\\_04.jsp](http://www.london.gov.uk/thelondonplan/guides/bpg/bpg_04.jsp)

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance contained in the document 'Guidelines on Noise Control for Construction Sites' which is available online at

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2016/0308

<http://www.gov.je/Industry/Construction/Pages/ConstructionSite.aspx> and 'British Standard BS5228:2009 Code of Practice for Noise and Vibration Control on Construction and Open Sites'.

A Discharge Permit will be required for the discharge from the interceptor to the pond via the surface water sewer. The applicant should contact Environmental Protection to discuss this further. Details of water quality monitoring will need to be agreed in conjunction with the Discharge Permit.

The applicant/developer should ensure that the oil tanks and associated pipework are decommissioned in an appropriate manner so as not to cause any risk to the wider environment of spillages or soil contamination.

Full details of the quantity and composition of any contaminated wastes must be communicated to the DfI before any waste is delivered to the facilities.

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. Waste management shall be implemented in full accordance with the approved Waste Management Strategy. Any variations shall be agreed to in writing by the Department of the Environment prior to the commencement of such work.
2. No part of the development hereby approved shall be occupied until the levels of potential contaminants in the ground have been investigated, any risks to human health or the wider environment assessed and mitigation measures proposed in a remediation strategy to be submitted to and approved in writing by the Department of the Environment. The approved remediation strategy shall be implemented in full, in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2016/0308

Contaminated Land, as amended. Any changes to the strategy require the express written consent of the Department of the Environment prior to the work being carried out.

3. No part of the development hereby approved shall be occupied until a completion report and contaminated land completion certificate demonstrating completion of the works and the effectiveness of any remediation set out in the approved scheme, is submitted to and approved in writing by the Department of the Environment. Where required by the Department the completion report shall also include a plan for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action and for the reporting of this to the Department.

4. Prior to commencement of the development hereby approved, a Demolition/Construction Environmental Management Plan shall be submitted to and approved by the Department of the Environment. The Demolition/Construction Environmental Management Plan shall be thereafter implemented in full until the completion of the development and any variations agreed in writing by the Department prior to such work commencing. The Plan shall secure an implementation programme of mitigation measures to minimise the adverse effects of the proposal on the environment, and shall include but not be limited to:

A. A demonstration of compliance with best practice in controlling, monitoring, recording and reporting on any emissions to the environment (such as noise and vibration, air, land and water pollution);

B. Details of a publicised complaints procedure, including office hours and out-of-hours contact numbers;

C. Details of any proposed crushing/ sorting of waste material on site, and

D. Specified hours of working;

5. Before any development first commences on site, precise details of the proposed electric car charging point locations shall be submitted to and approved in writing by the Department of the Environment. The approved scheme shall be implemented before the development is first brought into use with the facilities thereafter being retained solely for the use of occupants of the development and maintained as such.

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

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7. Prior to their first use on site, drawings to a scale of no less than 1:20 shall be submitted to and approved in writing by the Department of the Environment for the following details - window door joinery to include the proposed render surrounds and reveal details. No part of the development hereby approved shall be occupied until the details are implemented in full and thereafter retained and maintained as such.

8. Notwithstanding the provisions of the Planning and Building (General Development) (Amendment No. 2) (Jersey) Order 2015, or any amendment to or replacement of that order, no further work involving the erection of a building, extension, structure, gate, wall, fence or other means of enclosure, tank, conversion of garages or lofts, the creation of any new openings in the external fabric of the building (or the replacement of any windows with doors or vice versa), or the introduction of any hard standing to any ground surface, nor the installation of any lighting (other than those storage sheds shown on the drawings approved with this permission) is permitted without the prior written approval of the Department of the Environment.

9. With the exception of the following additional requirements outlined below, the findings and required mitigation measures outlined in the Ecology Assessment dated November 2015 (to include the Species Protection Plan and associated landscaping) shall be implemented prior to the commencement of development, continued throughout the phases of development (where applicable) and thereafter retained and maintained as such. Any variations that may be required as a result of findings on site are to be agreed in writing by the Department of the Environment prior to works being undertaken.

- The submission of a Contingency Plan for Site Workers to be submitted to the Department of the Environment for prior approval;
- The removal of trees/shrubs/hedges shall only be carried out between the months of 1st October to 1st March 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 the trees/shrubs/hedges. The written statement shall be submitted to and approved by the Department of the Environment at least 5 working days in advance of any works;
- Written confirmation from a competent ecologist that the identified measures have been put in place before the pond drainage and translocation of species may proceed;
- The pond shall be constructed prior to the commencement of the development and be suitable for the translocation purpose in accordance with written confirmation to be submitted by a competent ecologist;
- The ecological method statement document no. ne/es/dla.02 shall be submitted to and approved in writing by the Department of the Environment prior to the commencement of works on site;
- Further specifications (if required) to include measures to protect the

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grassland during construction works shall be submitted to and approved in writing by the Department of the Environment.

10. The proposed landscaping works to include the creation of wildlife corridors as indicated on the submitted Landscape Masterplan (Drawing No. LAND 01A) shall be undertaken within the first available planting season and any trees, shrubs or plants that, within a period of five years after planting are removed, die or become seriously damaged or defective, shall be replaced with others of species, size and number as originally approved, by the end of the first available planting season.

11. No part of the development hereby approved shall be occupied until the approved drainage works, including the connection to the foul sewer, is completed in accordance with the approved plans.

12. No part of the development hereby approved shall be occupied until the approved drainage works including disposal of surface water and/or Sustainable Urban Drainage Solutions is completed in accordance with the approved plans, and thereafter be retained and maintained as such.

13. Before any development first commences on site, precise details of the proposed external lighting arrangements to serve the development shall be submitted to and approved by the Department of the Environment. The approved scheme shall be implemented prior to first occupation of the development and thereafter retained.

14. Before any development first commences on site, details of the proposed allocated car parking arrangements to serve the development shall be submitted to and agreed in writing by the Department of the Environment. The approved scheme shall thereafter be retained.

15. Before any development first commences on site, a timetable for the removal of the glass house and reservoir directly adjoining the application site together with the method for their subsequent re-instatement to useable agricultural land shall be submitted to and approved in writing by the Department of the Environment. The approved scheme shall be implemented prior to first occupation of the dwellings on the application site and thereafter retained as such.

Any reservoir lining should be removed and disposed of appropriately prior to infilling in order to allow effective drainage with any materials used to infill the reservoirs being verified as inert and uncontaminated.

16. Before any development first commences on site, precise details of the proposed sub-station and its enclosure arrangements shall be submitted to and

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approved in writing by the Department of the Environment. The approved scheme shall be implemented in full and thereafter retained.

### Reason(s):

1. To protect the amenities of the occupiers of neighbouring properties and the visual amenities of the surrounding area, in accordance with Policies GD1 and WM1 of the Adopted Island Plan 2011 (Revised 2014).
2. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1 and GD6 of the Adopted Island Plan 2011 (Revised 2014).
3. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1 and GD6 of the Adopted Island Plan 2011 (Revised 2014).
4. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1, GD6 and WM1 of the Adopted Island Plan 2011 (Revised 2014).
5. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).
6. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD1 and GD7 of the Adopted Island Plan 2011 (Revised 2014).
7. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD1 and GD7 of the Adopted Island Plan 2011 (Revised 2014).
8. To ensure that adequate private amenity space is retained within the curtilage of each of the dwellings in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
9. To ensure the protection of all protected species in accordance with Policies NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
10. To safeguard the character and appearance of the area in accordance with Policies GD1, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
11. To ensure that the property has adequate foul drainage and in order to prevent any pollution of groundwater in accordance with Policy LWM2 of the

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Adopted Island Plan 2011 (Revised 2014).

12. To ensure that the property has adequate surface water drainage and in order to prevent any pollution of groundwater in accordance with Policy LWM3 of the Adopted Island Plan 2011 (Revised 2014).

13. In accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).

14. In accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).

15. To ensure the restoration of the areas of land back to agriculture to enhance the character and appearance of the area in accordance with Policy GD 1 of the Adopted Island Plan 2011 (Revised 2014).

16. To safeguard and enhance the character and appearance of the development and the area in general in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).

### FOR YOUR INFORMATION

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

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

Location Plan

Design Statement

Letter sources of contamination

Ecological Assessment

Species Protection Plan

Waste Management Report

Drainage Calculations

Crime Impact Assessment

Existing Site Plan S1

Site Plan - Finishes F1

Images Sheet - Finishes F3

Proposed Site Plan F2

Proposed Site Plan P1 Rev E

Proposed Site Plan P2 Rev F

Proposed Ground Floor Plan - Duplex P3

Proposed First Floor Plan - Duplex P4

Proposed Elevations - Duplex P5

Proposed Ground Floor Plan - Triplex P6

Proposed First Floor Plan - Triplex P7

Proposed Elevations - Triplex P8

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Proposed Ground Floor Plan - Roadside Triplex P9  
Proposed First Floor Plan - Roadside Triplex P10  
Proposed Elevations - Roadside Triplex P11  
Proposed Typical Section P12  
Proposed Curbside Elevations P13  
Proposed Block Elevations P14 Rev C  
Proposed Block Elevations - Colour P14  
Proposed Block Elevations - Colour P15  
Proposed Block Elevations P15  
Proposed Site Sections P16  
Proposed Landscaping Masterplan LAND 01A  
Proposed External Views DLM LAND 02A  
Proposed Landscape Design Strategy LAND 03A  
Proposed Planting Schedule LAND 04A  
Proposed Internal Shrub Species DLM LAND 05  
Proposed Planting & Maintenance Specification LAND 06  
Existing Drainage Areas SK01 P0  
Proposed Drainage Areas SK02 P0  
Drainage Reference Plan SK03 P0  
Typical Storage Shed

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.**

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## 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 intention so to do.

**AFFORDABLE HOUSING**

- 2 Subject to the Sixth Schedule each and every Dwelling Unit shall be an Affordable Housing Unit and shall not be used other than for Affordable Housing.
- 3 The total number of Affordable Housing Units shall be 29 Social Rented Affordable Housing Units and 6 Assisted Ownership Units.
- 4 Not to Commence the Development until a scheme for the provision of the Affordable Housing Units for the Development (or phase) has been submitted to and approved in writing by the Chief Officer ('the Approved Scheme'), the details of such scheme to include the following:
  - (a) where the owner of the Site is not an Approved AHP details of the proposed transfer of the Social Rented Affordable Housing Units to an Approved AHP including the purchase price and time scale for the transfer;
  - (b) the mechanism to ensure that the Dwelling Units are not used for any purpose other than Affordable Housing; and
  - (c) details of the proposed Assisted Ownership Terms; the mechanism to restrict the ownership of the Assisted Ownership Units to Eligible Persons in perpetuity
- 5 In carrying out the Development, the Affordable Housing Units shall be constructed in accordance with the Approved Scheme for the Development.
- 6 Subject to the Sixth Schedule, the Social Rented Affordable Housing Units may only be sold or transferred to an Approved AHP for rental by the Approved AHP to Eligible Persons.
- 7 Subject to the Sixth Schedule, the Social Rented Affordable Housing Units may only be used or Occupied by Eligible Persons in pursuance of

arrangements made between the occupier of each such unit of accommodation and the Approved AHP.

- 8 Subject to the Sixth Schedule, none of the Social Rented Affordable Housing Units shall be Occupied otherwise than as the relevant occupier's sole permanent residence.
- 9 The Assisted Ownership Units shall only be transferred (and thereafter transferred) to Eligible Persons on Assisted Ownership Terms.
- 10 No Assisted Ownership Unit shall be used or occupied other than by an Eligible Person as the only and principal home on Assisted Ownership Terms and shall not be used as a second home or a holiday home.
- 11 No Assisted Ownership Unit shall be Occupied other than by Eligible Persons or Family Members of a Eligible Persons living together with the First Time Buyer as a family.

#### **BUS SHELTER CONTRIBUTION**

- 12 To pay to the Treasurer of the States the Bus Shelter Contribution prior to the Commencement of the Development.
- 13 Not to Commence the Development until the Bus Shelter Contribution has been paid to the Treasurer of the States.

#### **EASTERN CYCLEWAY**

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

#### **TRAFFIC CALMING**

- 16 To pay the Traffic Calming Contribution to the Treasurer of the States prior to the Commencement of the Development
- 17 Not to Commence the Development until such time as the Traffic Calming Contribution has been paid to the Treasurer of the States.

#### **CROSSING IMPROVEMENT**

- 18 To pay the Crossing Improvement Contribution to the Treasurer of the States prior to the Commencement of the Development
- 19 Not to Commence the Development until such time as the Crossing Improvement Contribution has been paid to the Treasurer of the States.

#### **FOOTWAY**

- 20 Not to Commence the Development before the Pedestrian Footway Works Specification has been submitted to the Chief Officer for his approval (in consultation with the Minister for Infrastructure) and has been approved by the Chief Officer.

- 21 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
- 22 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.
- 23 That on completion of the Pedestrian Footway Works the Owner shall provide to or procure via its architect for the Chief Officer three sets of as built plans (in such media format as the Chief Officer requires) and other information reasonably required by the Chief Officer plus a further copy for the Minister for Infrastructure (for land survey and tying into the island co-ordinate system).
- 24 Not to Occupy or cause or permit to be Occupied any Dwelling Unit 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).
- 25 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
- 26 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)



## 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.

## SIXTH SCHEDULE

### Cessation of Obligations

1. Where an Approved Funder is the holder of a judicial hypothec charged upon that part of the Site comprising the Relevant Land in accordance with the provisions of the "Loi (1880) sur la Propriété Foncière" to secure the repayment of monies loaned to the Approved AHP to enable it to proceed with the acquisition and/or development of the Affordable Housing Units and the Approved AHP is in default then the Approved Funder may do the following:
  - a. Such Approved Funder having obtained an "acte Vicomte chargé d'écrire" for repayment of the debt secured by such hypothec against the Relevant Land, offer to the Public of the Island (for the purposes of this Fifth Schedule, the "Public") by notice in writing given to the Minister for Treasury and Resources within fourteen days of the grant of such Acte Vicomte chargé d'écrire the option (exercisable within the six months following the service of such notice) of taking a hereditary transfer of the Relevant Land in the event that the Approved Funder takes tenure of the Relevant Land in any ensuing dégrèvement on the terms set out in paragraph 2 below.
  - b. In the event that the Approved AHP becomes bankrupt as defined by Article 8 of the Interpretation (Jersey) Law 1954 offer 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) of taking an assignment from the Approved Funder of all of its rights in the debt due to the Approved Funder by the Approved AHP secured by such hypothec, provided that –
    - i. unless and until the insolvency procedure of dégrèvement is abolished and is not replaced by any insolvency procedure entitling the holder of a hypothec to realise that security by bringing proceedings for the vesting in it of the property upon which the hypothec is secured this paragraph will only apply in respect of bankruptcy proceedings which have been initiated by the Approved AHP or any third party including the Public but will not apply to bankruptcy proceedings which have been initiated by or at the instance of the Approved Funder; and
    - ii. during the six months following the service of the option notice referred to in this paragraph, the Approved Funder will take all such steps in the bankruptcy proceedings as are necessary or appropriate to protect its rights and interests in those proceedings.
2. If the Public exercises the option pursuant to paragraph 1(a) and takes such transfer of the Relevant Land, the Public will be substituted for the Approved

AHP in respect of the debt and obligations secured by the hypothec and will discharge –

- a. all amounts due thereunder at the date of transfer forthwith; and
  - b. all continuing obligations of the Approved AHP to the Approved Funder under the debt and obligations secured by the hypothec as they fall due.
3. If the Public exercises the option pursuant to paragraph 1(b) , the Approved Funder will assign to the Public all its rights in the debt due to the Approved Funder secured by the hypothec and in the hypothec itself and the Public will discharge to the Approved Funder all sums due in respect of the said debt and hypothec as at the date of assignment.
  4. Where the Public, having been offered an option in accordance with either of paragraphs 1(a) or 1(b) of this Schedule, does not accept the option within the period specified for its acceptance, the provisions of Schedule 3 concerning the Affordable Housing Units shall cease to apply to the Relevant Land and the Chief Officer shall as soon as practicable following the said provisions ceasing to have effect as aforesaid issue to the Approved Funder and or the owner of the Relevant Land a formal written acknowledgement of the same.

Signed on behalf of

by .....



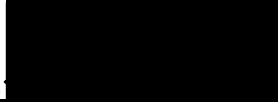
in the presence of .....

this 11<sup>th</sup> day of August 2016



Signed by Roy Norman Smith

.....



Christina Hall by Power of Attorney

In the presence of .....

Name and Position: Marie-Anne Wauchope Legal Assistant



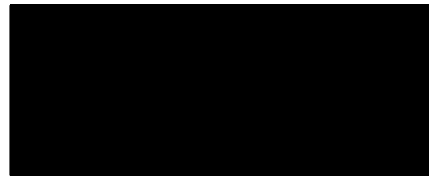
This 11<sup>th</sup> day of August 2016

THIS GENERAL POWER OF ATTORNEY is made this 26<sup>th</sup> day of February, Two thousand and fourteen, by **ROY NORMAN SMITH** at present residing at Ivy Cottage, La Route de la Cote, St Martin, Jersey.

I APPOINT CHARLES MALCOLM BELFORD THACKER, CHRISTOPHER JOHN SCHOLEFIELD, ROSE EDITH COLLEY, née Milham, ZOE GERALDINE BLOMFIELD, CHRISTINA HALL, GILES ANTONY HILDER BAXTER, ALEXANDER THOMAS HARTLEY ENGLISH, Advocates of the Royal Court of Jersey, ROBIN CAMPBELL GILMOUR and NINA MARIE HENDERSON, née Jensen all of Viberts House, Don Street, St. Helier, Jersey, jointly and severally to be my attorneys in accordance with Article 7 of the Powers of Attorney (Jersey) Law 1995.

IN WITNESS WHEREOF I have signed this my General Power of Attorney at ...*Grouville*..... in the presence of the undersigned witness.

SIGNED by the said **ROY NORMAN SMITH**  
in the presence of:



*[Signature]*  
Advocate James Michael Lawrence

**Viberts**

**IN THE ROYAL COURT OF JERSEY**

Power of Attorney registered on

the *28<sup>th</sup>* day of *February* 2014

*2014*  
*168*

**Grellier Substitute**

