

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twelve, the third day of October.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Minister for Planning and Environment, Fairview Farm (2005) Limited, Thomas John Albert Binet and Knyvetton Limited in relation to the development of Field No's 440 & 442, La Rue de Champ Colin, St Saviour and La Hougue Bie Nurseries, La Hougue, Grouville, be registered in the Public Registry of this Island.


Greffier Substitute

LOD

Reg. Pub.

L1302-095--



**Planning Obligation Agreement under Article 25 of the
Planning and Building (Jersey) Law 2002
relating to the development of Field No's 440 & 442, La Rue de
Champ Colin, St. Saviour and La Hougue Bie Nurseries, La
Hougue, Grouville**

Dated :

2nd October

2012

The Minister for Planning and Environment (1)

Fairview Farm (2005) Limited (2)

Thomas John Albert Binet (3)

Knyvetton Limited (4)

L1302-096--



DATE

2nd October

2012

PARTIES

- (1) The Minister for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Minister")
- (2) Fairview Farm (2005) Limited (Co Regn. 89480) whose registered office is situate at Fairview Farm, La Rue Des Pigneaux, St Saviour, JE2 7UP
- (3) Thomas John Albert Binet of House 2 Rue des Pigneaux, St Saviour, JE2 7UP (Mr Binet)
- (4) Knyvetton Limited (Co. regn. 51561) whose registered office is situate at Fairview Farm, La Rue Des Pigneaux, St Saviour, JE2 7UP

RECITALS

- 1 The Minister is the Minister of the States charged with the administration of the Law by whom the obligations in this Agreement are enforceable in accordance with the provisions of the Law.
- 2 Fairview Farm (2005) Limited (hereinafter referred to in this agreement as "the La Hougue Owner") warrants that it is the owner in perpetuity (à fin d'héritage) of the La Hougue Site
- 3 Mr Binet and Knyvetton Limited (hereinafter together referred to in this agreement as "the Field 440 and Field 442 Owner") warrant that they are collectively the owners in perpetuity (à fin d'héritage) of the Field 440 and Field 442 Site
- 4 An application was submitted to the Minister for planning permission for the La Hougue Development and having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Minister is minded to grant planning permission for the La Hougue Development subject to the completion of this Agreement that provision should be made for regulating or facilitating the development or use of the La Hougue Site in the manner hereinafter appearing and without such the Minister would not be so minded
- 5 An application was submitted to the Minister for planning permission for the Field 440 and Field 442 Development and having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Minister is minded to grant planning permission for the Field 440 and Field 442 Development subject to the completion of this Agreement that provision should be made for regulating or facilitating the development or use of the Field 440 and Field 442 Site in the manner hereinafter appearing and without such the Minister would not be so minded
- 6 Thomas John Albert Binet is connected with Fairview Farm (2005) limited and Knyvetton Limited
- 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

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

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

"Commencement"		the date on which any operation forming part of either (i) the Field 440 and Field 442 Development permitted by the Field 440 and Field 442 Planning Permit or any subsequent planning permission for the Field 440 and Field 442 Development or (ii) the La Hougue Development permitted by the La Hougue Planning Permit or any subsequent planning permission for the Hougue Development begins to be carried out and "Commence" and "Commenced" shall be construed accordingly
"Existing Planning Consents"		Means (i) planning permission granted on 4 th April, 2002 under reference P/2001/3417; (ii) planning permission granted on 30 th October, 2007 under reference P/2007/1315; (iii) planning permission granted on 25 th September, 2003 under reference P/2003/0705; and (iv) planning permission granted on 9 th September, 2004 under reference P/2004/0975
"GST"		goods and services tax under the Goods and Services Tax (Jersey) Law 2007
"Interest"		interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time.
"Field 440 and Field 442 Development"		the development of the Field 440 and Field 442 Site in accordance with the Planning Permit - Planning Application Number P/2011/1605 bearing the description "Construct 1 No. dwelling. Level and return part of fields to agriculture."

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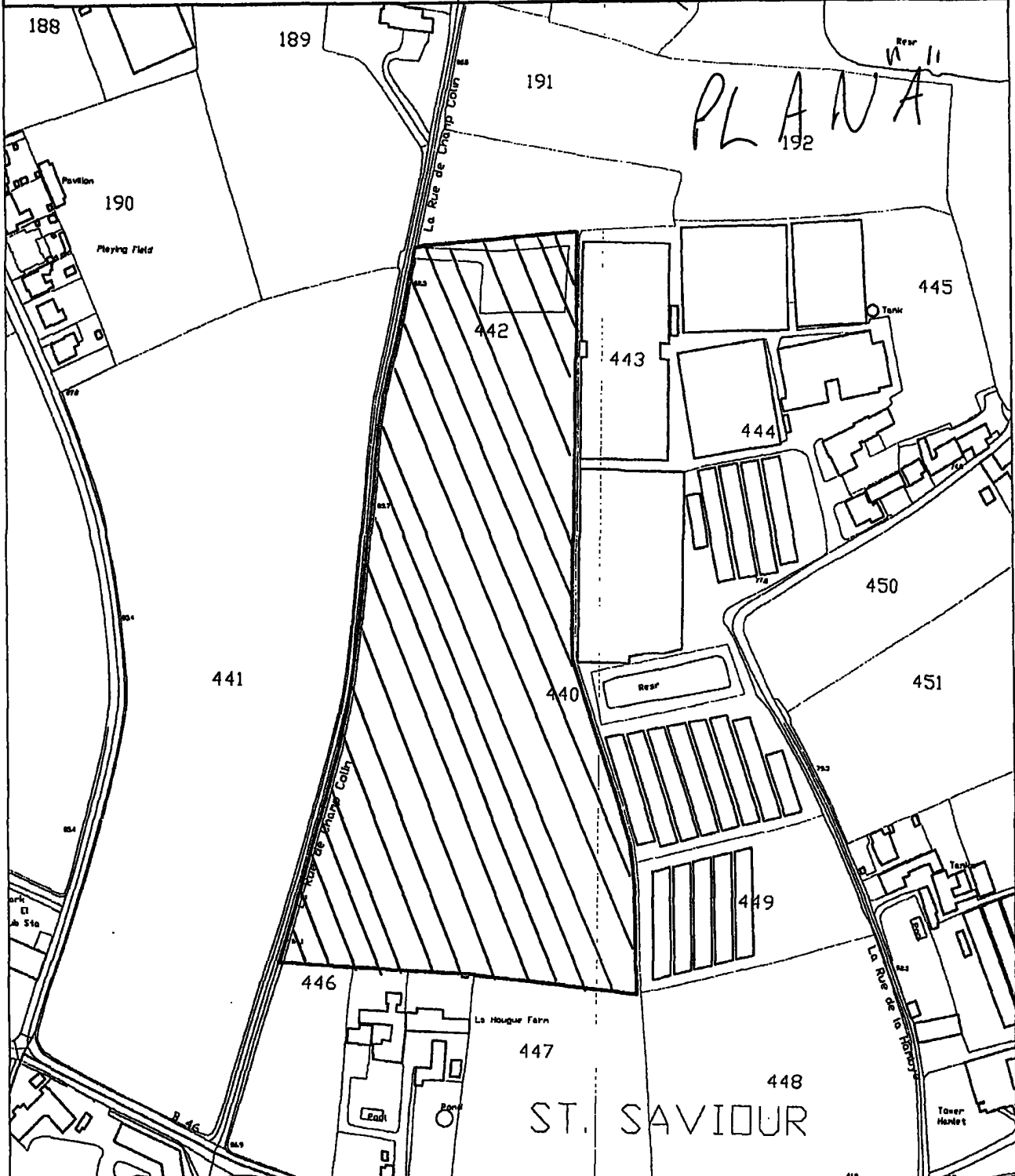
morris architects

17 LA MOTTE STREET, ST HELIER, JERSEY JE2 4SY

Tel: 01534 730835, Fax: 01534 709359, E-mail: email@morrisarchitects.co.uk

General Notes

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Project
 Field 440 and 442
 St Saviour

Drawing
 Location Plan

Date
 19/08/11

Scale
 1:2500

Drawn by
 AMM

Drawing Number

Revision

L1302-099--

304/04



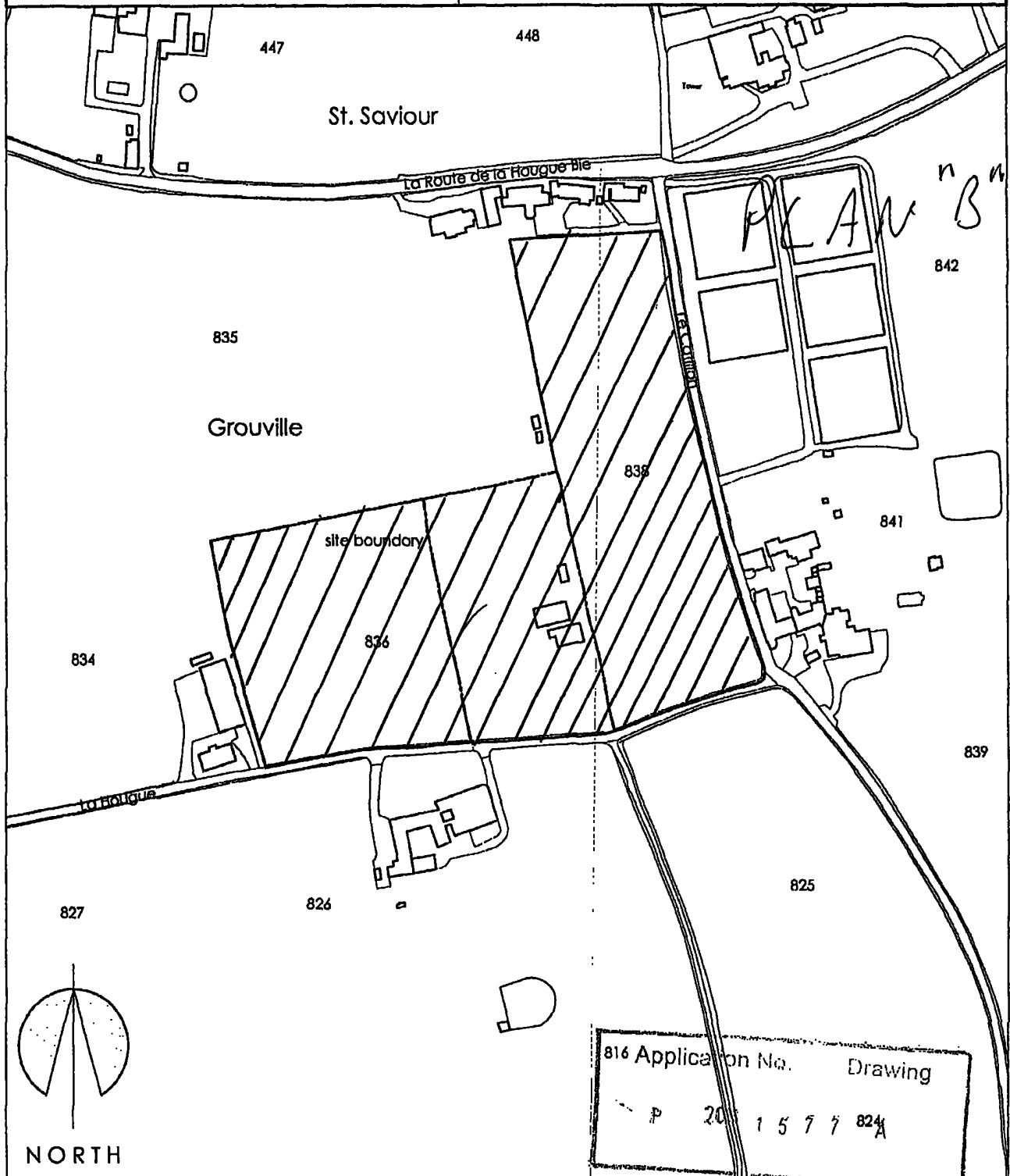
morris architects

17 LA MOTTE STREET, ST HELIER, JERSEY JE2 4SY

Tel: 01534 738635, Fax: 01534 769359, E-mail: omail@morrisarchitects.co.uk

General Notes

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816 Application No. Drawing
 P 20 1 5 7 7 824

Project La Hougue Grouville Jersey	Drawing Survey Drawing Location Plan	Date Sep '11	Scale 1:2500 (A4)	Drawn by PQ
		Drawing Number 34/10		Revision

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" Field 440 and Field 442 Planning Permit"		the planning permission for the Field 440 and Field 442 Development a copy of which is attached at the Second Schedule.
"Field 440 and Field 442 Site		the property of the Field 440 and Field 442 Owner as shown by black hatching on Plan A and as is more fully described in the First Schedule upon which the Field 440 and Field 442 Development is to be carried out
"La Hougue Development		the development of the La Hougue Site in accordance with the Planning Permit - Planning Application Number P/2011/1577 bearing the description "Demolish existing dwelling, outbuildings and glasshouses. Construct 1 No. dwelling. Model Available."
" La Hougue Planning Permit"		the planning permission for the La Hougue Development a copy of which is attached at the Second Schedule.
"La Hougue Site		the property of the La Hougue Owner as shown by black hatching on Plan B and as is more fully described in the First Schedule upon which the La Hougue Development is to be carried out
"Law"		the Planning and Building (Jersey) Law 2002.
"Plan A" "Plan B"		the plans numbered 4904/04 and 4834/10 respectively and annexed to this agreement.
"Royal Court"		the Royal Court of the Island of Jersey.

2 CONSTRUCTION OF THIS AGREEMENT

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



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

3 LEGAL BASIS

- 3.1 This Agreement is made pursuant to Article 25 of the Law.
- 3.2 The covenants, restrictions and requirements imposed upon the La Hougue Owner and the Field 440 and Field 442 Owner under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Minister against the La Hougue Owner and the Field 440 and Field 442 Owner.

4 CONDITIONALITY

This Agreement is conditional and shall come into effect upon:

- (i) the grant of La Hougue Planning Permit and the Field 440 and Field 442 Planning Permit; and
- (ii) Commencement

save for the provisions of Clause 14 jurisdiction and Schedule 3 Paragraph 3 which shall come into effect immediately upon completion of this Agreement

5 OWNER COVENANTS

- 5.1 The La Hougue Owner and the Field 440 and Field 442 Owner respectively covenant and agrees with the Minister as set out in the Third Schedule so that this Agreement shall be enforceable without limit of time against the La Hougue Owner and the Field 440 and Field 442 Owner and any person claiming or deriving title through or under the La Hougue Owner and the Field 440 and Field 442 Owner respectively to the La Hougue Site and the Field 440 and Field 442 Site or any part or parts thereof.
- 5.2 The La Hougue Owner and the Field 440 and Field 442 Owner hereby surrender and relinquish without claiming any compensation all their rights conferred by the Existing Planning Consents which said planning consents shall be deemed to be revoked by this Agreement.

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6 PUBLIC REGISTRY OF CONTRACTS

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

7 MISCELLANEOUS

- 7.1 The La Hougue Owner and the Field 440 and Field 442 Owner shall pay to the Minister on completion of this Agreement the reasonable legal costs of the Minister incurred in the negotiation, preparation and completion of this Agreement.
- 7.2 Where the agreement, approval, consent or expression of satisfaction is required by the La Hougue Owner or the Field 440 and Field 442 Owner from the Minister under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Minister by the Director - Development Control of Planning and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.
- 7.3 Any notices on the La Hougue Owner or the Field 440 and Field 442 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.
- 7.4 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 7.5 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Field 440 and Field 442 Planning Permit or the La Hougue Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the La Hougue Owner or the Field 440 and Field 442 Owner) are modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to Commencement;
- 7.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the La Hougue Site and the Field 440 and Field 442 Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.7 Nothing in this Agreement shall prohibit or limit the right to develop any part of the La Hougue Site and the Field 440 and Field 442 Site in accordance with a planning permission (other than the La Hougue Planning Permit and the Field 440 and Field 442 Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 7.8 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Minister and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Minister by any of the obligations or covenants by the La Hougue Owner and the Field 440 and Field 442 Owner in favour of the Minister under this Agreement are in addition to any of the Ministers' statutory powers under the Law



- 7.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of the La Hougue Owner and the Field 440 and Field 442 Owner as contained herein
- 7.10 The La Hougue Owner and the Field 440 and Field 442 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 Minister of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Minister from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

The La Hougue Owner and the Field 440 and Field 442 Owner agrees with the Minister to give the Minister written notice (as soon as reasonably practical following such change) of any change in ownership of any of their interest in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan but this obligation shall not extend to the disposal of individual Dwelling Units to a purchaser for his own, his family or his tenant's Occupation .

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 consideration 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 Deed then to the extent that GST had not previously been charged in respect of that supply the person making the supply shall have the right to issue a GST invoice to the person to whom the supply was made and the GST shall be paid accordingly



14 JURISDICTION

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

L1302-105--



FIRST SCHEDULE

Details of the Owners' Title, and description of the Sites**Field 440 and Field 442 Site**

This is owned collectively by Thomas John Albert Binet and Knyvetton Limited, which have title as follows:

T.J.A. Binet

- Part of the land acquired by Mr Binet by contract of acquisition dated 29th October 1982 from Lilian Geraldine Buesnel.

Knyvetton Limited

- Remainder of part of the land acquired by the company by contract of acquisition dated 26th June 2002 from Leslie May Ahier née de la Haye.
- Part of the land acquired by the company by contract of acquisition dated 26th June 2002 from Walter Philip Labey.
- Remainder of part of the land acquired by the company by contract of acquisition dated 13th December 1991 from Thomas John Albert Binet.

La Hougue Site

This is owned by Fairview Farm (2005) Limited which has title by virtue of the following contracts of acquisition:

- 18th February 2005 from Dawn Eunice Buesnel née Eyles.
- 15th December 2006 from Oscar Clement Rive.

The whole as shown for the purposes of identification on Plan A and Plan B.

L1302-106--



SECOND SCHEDULE
The Planning Permission

L1302-107--



Application Number:	P/2011/1577
Application Address:	La Hougue Bie Nurseries, La Hougue, Grouville, JE3 9UF.
Description of Work:	Demolish existing dwelling, outbuildings and glasshouses. Construct 1 No. dwelling. Model Available.

Draft Condition(s) / Reason(s)

Recommendation

APPROVAL

Condition(s)

1. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister for Planning and Environment, a scheme of landscaping which shall provide details of the following;
 - i) all existing trees, hedgerows and other plants, walls, fences and other features which it is proposed to retain on the site and on adjoining land within the same ownership;
 - ii) the position of all new trees and/or shrubs, this must include the species of plant(s)/tree(s) to be planted, their size, number and spacing and the means to be used to support and protect them;
 - iii) other landscape treatments to be carried out or features to be created, for example, any excavation works, surfacing treatments, or means of enclosure;
 - iv) the measures to be taken to protect existing trees and shrubs; and,
 - v) the arrangements to be made for the maintenance of the landscaped areas.
2. All planting and other operations comprised in the landscaping scheme approved under this permission, shall be carried out and completed in the first planting season following the first occupation of the development).
3. Any trees or plant(s) planted in accordance with the approved scheme, which within a period of five years from the planting taking place; die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Minister for Planning and Environment gives written consent to a variation of the scheme.
4. Prior to the first occupation of the development hereby permitted visibility lines must be provided in accordance with the approved drawings. Everything within the visibility sight lines, including gates, walls, railings and plant growth is to be permanently restricted in height to 900mm above road level.
5. Prior to first occupation of the new unit hereby approved, the existing access to La Hougue shall be closed and the necessary mitigation works undertaken in accordance with the approved landscape drawings
6. A work of art shall be delivered in the form as agreed by the Minister for Planning and Environment and detailed in the Statement dated. The approved work of art must be installed prior to the first use/occupation of the development hereby approved unless



otherwise agreed in writing.

7. Notwithstanding the submitted details, prior to the commencement of the development hereby permitted, details of the proposed connection to the foul sewer, shall be submitted to and approved by the Minister for Planning and Environment, implemented and thereafter maintained.

8. Prior to the commencement of development of the new residential unit hereby approved the entire site, as edged red, shall be cleared of all structures, unless otherwise agreed in writing by the Minister for Planning and Environment.

9. Notwithstanding the indications on the approved plans, prior to the commencement of the development hereby permitted, full details of all external materials to be used to construct the development shall be submitted to and approved by the Minister for Planning and Environment

10. Prior to the construction of any walls for the new unit hereby approved, a sample panel of the external granite walls, with lime mortar, measuring not less than 1m by 2m, and including a corner, shall have been built up on the site, inspected, and approved in writing, by the Minister for Planning and Environment.

11. No works authorised by this consent shall take place until arrangements have been made with the Historic Buildings Officer for an archaeological watching brief during the works.

12. Should any contamination be found during the course of development hereby approved, work shall cease and the Minister for Planning and Environment notified immediately. If contamination is identified, the levels of potential contaminants in the ground shall be investigated and any risks to human health or the wider environment assessed and mitigation measures proposed in a scheme, to be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented to the satisfaction of the Minister for Planning and Environment in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated Land as amended.

Reason(s)

1. To ensure that before development proceeds provision is made for a landscaping regime that will enhance the appearance of the development and help to assimilate it into the landscape, in accordance with Policy NE 7 of the Island Plan, 2011.

2. To ensure that the benefits of the approved landscaping scheme are not delayed and consequently make an early contribution to the amenity of the site in the interest of sustaining and enhancing landscape quality, in accordance with Policy NE 7 of the Island Plan, 2011.

3. To mitigate against the potential failure of trees and plants, and the extent to which that failure might threaten the success of the landscaping scheme, in accordance with Policy



NE 7 of the Island Plan, 2011.

4. In the interests of highway safety, in accordance with Policy GD 1 of the Island Plan, 2011.
5. In the interests of highway safety, in accordance with Policy GD 1 of the Island Plan, 2011.
6. So as to accord with the provisions of Island Plan policy BE12.
7. For the avoidance of doubt, and in the interests of ensuring satisfactory development infrastructure in accordance with Policy GD1 of the Jersey Island Plan 2011.
8. In the interests of the amenity of the area, to ensure the preservation of the character of the countryside, and to ensure compliance with Policy NE7 of the Jersey Island Plan 2011.
9. To safeguard the visual amenities of the area in accordance with Policy GD 7 of the Island Plan, 2011.
10. In the interests of ensuring a high standard of design, in accordance with Policy GD7 of the Jersey Island Plan 2011.
11. To secure and safeguard the provision for inspection and recording of matters of archaeological importance associated with the site which may be lost in the course of works and to accord with Policy HE5 of the Jersey Island Plan 2011.
12. To ensure the development does not have an unreasonable impact on public health or the wider environment and to accord with Policy GD6 of the Jersey Island Plan 2011.

L1302-110--



Application Number:	P/2011/1605
Application Address:	Field No's 440 & 442, La Rue de Champ Colin, St. Saviour.
Description of Work:	Construct 1 No. dwelling. Level and return part of fields to agriculture.

Draft Condition(s) / Reason(s)

Recommendation

APPROVAL

Condition(s)

1. The occupation of the dwelling shall be limited to a person solely or mainly employed, or last employed, in agriculture, or a dependent of such a person residing with him or her or a widow or widower of such a person.
2. The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the Minister for Planning and Environment, a scheme of landscaping which shall provide details of the following;
 - i) all existing trees, hedgerows and other plants, walls, fences and other features which it is proposed to retain on the site and on adjoining land within the same ownership;
 - ii) the position of all new trees and/or shrubs; this must include the species of plant(s)/tree(s) to be planted, their size, number and spacing and the means to be used to support and protect them;
 - iii) other landscape treatments to be carried out or features to be created, for example, any excavation works, surfacing treatments, or means of enclosure;
 - iv) the measures to be taken to protect existing trees and shrubs; and,
 - v) the arrangements to be made for the maintenance of the landscaped areas.
3. All planting and other operations comprised in the landscaping scheme approved under this permission, shall be carried out and completed in the first planting season following the first occupation of the development.
4. Any trees or plant(s) planted in accordance with the approved scheme, which within a period of five years from the planting taking place; die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Minister for Planning and Environment gives written consent to a variation of the scheme.
5. Prior to the first use/occupation of the development hereby permitted visibility lines must be provided in accordance with the approved drawings. Everything within the visibility sight lines, including gates, walls, railings and plant growth is to be permanently restricted in height to 900mm above road level.
6. Notwithstanding the submitted details, prior to the commencement of the development hereby permitted, details of the proposed connection to the foul sewer shall be

submitted to and approved in writing by the Minister for Planning and Environment, implemented and thereafter maintained.

7. Notwithstanding the indications on the approved plans, prior to the commencement of the development hereby permitted, full details of all external materials to be used to construct the development shall be submitted to and approved by the Minister for Planning and Environment

8. Prior to the construction of any walls for the new unit hereby permitted, a sample panel of the external granite walls, with lime mortar, measuring not less than 1m by 2m, and including a corner, shall have been built up on the site, inspected, and approved in writing by the Minister for Planning and Environment.

Reason(s)

1. There is a presumption against any new non-agricultural development on this site. This development has been approved to meet an essential agricultural need and it is necessary to restrict occupancy to ensure that the new dwelling remains available to meet the need for such dwellings in the future, in accordance with Policies NE7 and H9 of the Jersey Island Plan 2011.
2. To ensure that before development proceeds provision is made for a landscaping regime that will enhance the appearance of the development and help to assimilate it into the landscape, in accordance with Policy NE 7 of the Island Plan, 2011.
3. To ensure that the benefits of the approved landscaping scheme are not delayed and consequently make an early contribution to the amenity of the site in the interest of sustaining and enhancing landscape quality, in accordance with Policy NE 7 of the Island Plan, 2011.
4. To mitigate against the potential failure of trees and plants, and the extent to which that failure might threaten the success of the landscaping scheme, in accordance with Policy NE 7 of the Island Plan, 2011.
5. In the interests of highway safety, in accordance with Policy GD 1 of the Island Plan, 2011.
6. For the avoidance of doubt and in the interests of ensuring satisfactory development infrastructure in accordance with Policy GD1 of the Jersey Island Plan 2011.
7. To safeguard the visual amenities of the area, in accordance with Policy GD 7 of the Island Plan, 2011.
8. In the interests of ensuring a high standard of design, in accordance with Policy GD7 of the Jersey Island Plan 2011.



THIRD SCHEDULE**The Owners Covenants with the Minister**

The La Hougue Owner and the Field 440 and Field 442 Owner covenant, agree and undertake:

- 1 Not to take any action to implement or to further implement the Existing Planning Consents in all or any regard as they relate to the La Hougue Site and/or the Field 440 and Field 442 Site (including each and every part thereof)
- 2 Not to object to or seek or claim or take any action to obtain any compensation as a result of this Agreement, any deemed revocation or any future revocation order under the Law in respect of the Existing Planning Consents
- 3 Not to Commence the La Hougue Development or the Field 440 and Field 442 Development until the La Hougue Owner or the Field 440 and Field 442 Owner have respectively as the case may be for the La Hougue Site and the Field 440 and Field 442 Site given to the Minister two weeks notice in writing of the intention so to do

L1302-113--



Signed on behalf of [REDACTED]
 by [REDACTED] (PETER LG GRESBY)
 in the presence of [REDACTED]
 this 28th day of September 2012

Signed on behalf of Fairview Farm (2005) Limited
 by . [REDACTED]
 in the presence of [REDACTED]
 this 28 day of SEPTEMBER 2012

Signed on behalf of Thomas John Albert Binet
 by . [REDACTED]
 in the presence of [REDACTED]
 this 28 day of SEPTEMBER 2012

Signed on behalf of Knyvetton Limited
 by .. [REDACTED]
 in the presence of .. [REDACTED]
 this 28 day of SEPTEMBER 2012

