

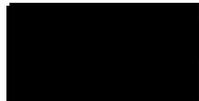
In the Royal Court of Jersey

Samedi Division

In the year two thousand and nine, the twenty-ninth day of July.

Before the Judicial Greffier.

Upon the application of Her Majesty's Solicitor General, IT IS ORDERED that the Planning Obligation Agreement between the Minister for Planning and Environment, Le Capelain House Limited, Millais House Limited, Castle Quays Development Limited, HSBC Bank Plc, Lloyds TSB Offshore Limited, Waterfront Enterprise Board Limited and Dandara Holdings Limited in relation to Castle Quays, The Waterfront, St. Helier, be registered in the Public Registry of this Island.



Greffier Substitute

LOD

PR ✓

L1253-107--



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

relating to the development of:

CASTLE QUAYS, THE WATERFRONT, ST HELIER, FOR THE
RELOCATION OF THE EXISTING DANDARA MARKETING SUITE
AND THE CONSTRUCTION OF 2 MIXED BLOCKS TO INCLUDE
BASEMENT CAR PARK, RESTAURANTS, CONVENIENCE STORE,
RETAIL, FOOD OUTLETS AND RESIDENTIAL

Dated :

27th July

2009

The Minister for Planning and Environment (1)

Le Capelain House Limited (2)

Millais House Limited (3)

Castle Quays Development Limited (4)

HSBC Bank plc and

Lloyds TSB Offshore Limited (5)

HSBC Bank plc (6)

Waterfront Enterprise Board Limited (7)

Dandara Holdings Limited (8)

L1253-108-



DATE 27th July 2009

PARTIES

- (1) The Minister for Planning and Environment ("the Minister") of States Offices, South Hill, St. Helier, Jersey, JE2 4US
- (2) Le Capelain House Limited ("the First Owner") Spectrum House, Gloucester Street, St Helier, Jersey JE2 3DG
- (3) Millais House Limited ("the Second Owner") Spectrum House, Gloucester Street, St Helier, Jersey JE2 3DG
- (4) Castle Quays Development Limited ("the Developer") Spectrum House, Gloucester Street, St Helier, Jersey JE2 3DG
- (5) HSBC Bank Plc and Lloyds TSB Offshore Limited ("the First Hypothecator") c/o P.O. Box 14, 8 Library Place, St Helier, Jersey, JE4 8NJ
- (6) HSBC Bank Plc ("the Security Trustee") P.O. Box 14, 8 Library Place, St Helier, Jersey, JE4 8NJ
- (7) Waterfront Enterprise Board Limited ("the Second Hypothecator") Harbour Reach, La Rue Carteret, St Helier, Jersey, JE2 4HR
- (8) Dandara Holdings Limited ("the Guarantor") c/o Spectrum House, Gloucester Street, St Helier, Jersey JE2 3DG

RECITALS

- 1 The Minister is the Minister of the States charged with the administration of the Law by whom the obligations in this Agreement are enforceable in accordance with the provisions of the Law
- 2 The First Owner warrants that it is the owner in perpetuity (à fin d'héritage) as to part of the Site - being the property to which it has right - firstly by a contract of resignation from Waterfront Enterprise Board Limited passed before the Royal Court (under the First Owner's former name of Waterfront (6A) Limited) on 19 July 2004 secondly by a contract of purchase from Waterfront Enterprise Board Limited passed before the Royal Court (under the First Owner's former name of Waterfront (6A) Limited) on 18 July 2008 and thirdly by a contract of purchase from the Second Owner (under the Second Owners then name of Marina Properties (Jersey) Limited passed before the Royal Court (under the First Owner's former name of Waterfront (6A) Limited) on 18 July 2008 as to part and the Second Owner warrants that it is the owner in perpetuity (à fin d'héritage) as to the remainder of the Site - being the residue of the property to which it had right - firstly by a contract from the Public of this Island passed before the Royal Court (under the Second Owner's original name of Rocher Estur Limited) on 17 October 2003 and secondly by a contract of purchase from Waterfront Enterprise Board Limited passed before the Royal Court (under the First Owner's then name of Marina Properties (Jersey) Limited on 18 July 2008).
- 3 The Developer submitted the Application to the Minister the Planning Permit has been issued by the Minister and the parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 4 Having regard to the purposes of the Law the Island Plan 2002 and all other material considerations the Minister decided to grant planning permission for the Development subject to the completion of this Agreement.

L1253-109--



- 5 The First Hypothecator has an interest in that part of the Site owned by the First Owner by virtue of a judicial hypothec (hypothèque judiciaire) dated 25th July 2008
- 6 The First Hypothecator has an interest in that part of the Site owned by the Second Owner by virtue of a judicial hypothec (hypothèque judiciaire) dated 25th July 2008
- 7 The Second Hypothecator has an interest in that part of the Site owned by the First Owner by virtue of a judicial hypothec (hypothèque judiciaire) dated 25th July 2008
- 8 The Second Hypothecator has an interest in that part of the Site owned by the Second Owner by virtue of a judicial hypothec (hypothèque judiciaire) dated 25th July 2008
- 9 The Security Trustee has an interest in that part of the Site owned by the First Owner by virtue of a judicial hypothec (hypothèque judiciaire) dated 25th July 2008
- 10 The Security Trustee has an interest in that part of the Site owned by the Second Owner by virtue of a judicial hypothec (hypothèque judiciaire) dated 25th July 2008
- 11 The Security Trustee has an interest in that part of the Site owned by the First Owner by virtue of a judicial hypothec (hypothèque judiciaire) dated 25th July 2008
- 12 The Security Trustee has an interest in that part of the Site owned by the Second Owner by virtue of a judicial hypothec (hypothèque judiciaire) dated 25th July 2008
- 13 The Guarantor has agreed to enter in to this agreement for the purpose of guaranteeing the performance by the First Owner and the Second Owner and the Developer of the planning obligations contained herein
- 14 The parties acknowledge that this agreement is legally binding and have agreed to enter in to this agreement for the purposes of securing the planning obligations set out herein

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

- "Application" the application for planning permission submitted to the Minister for the Development and allocated reference number RP/2008/1731
- "Commencement of Development" the date on which any use or operation forming part of the Development begins to be carried out including for the avoidance of any doubt operations consisting of site clearance, demolition work, tree removal, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements.
- "CCTV" means closed circuit television covering the Site or Public Realm to be provided in accordance with paragraph 1 of the Second Schedule
- "CCTV Contribution" means the sum of sixty eight thousand pounds (£68,000) indexed to be paid to the Treasurer of the States and expended by the Minister in accordance with this Agreement
- "Development"  the Development of the Site in accordance with the Planning Permit

| | |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Dwelling Unit" | a dwelling (including a house flat apartment or maisonette) to be constructed pursuant to the Planning Permit |
| "GST" | means the goods and services tax under the Goods and Services Tax (Jersey) Law 2007 |
| "Index" | All Items Index of Retail Prices for Jersey as issued by the Statistics Unit to the States of Jersey. |
| "Interest" | interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time. |
| "Law" | the Planning and Building (Jersey) Law 2002 |
| "Occupation" and "Occupied" | 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. |
| "Plan" | the plan attached to this Agreement |
| "Planning Permit" | the planning permission subject to conditions granted by the Minister pursuant to the Application as set out in the First Schedule. |
| Public Realm" | means the areas open to the public in the area of the Waterfront and its environs which shall be subject to surveillance by CCTV |
| "Site" | the land against which this Agreement may be enforced as shown edged with a thick black line on the Plan. |
| "Transport Contribution" | means the sum of one hundred and five thousand eight hundred and seventy seven pounds (£105,877) indexed to be paid to the Treasurer of the States and expended by the Minister in accordance with this Agreement on such transport initiatives as are reasonably appropriate in the circumstances arising from or as a consequence of or as are incidental to the Development |
| "Treasurer of the States" | the person appointed as such for the time being in accordance with Part 5 of the Public Finances (Jersey) Law 2005 |

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 interchangeable 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 First Owner the Second Owner and the Developer under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Minister against the First Owner and the Second Owner.

4 CONDITIONALITY

This Agreement is conditional upon being registered in the Royal Court as evidenced by an Act of the said Court save for the provisions of Clauses 8.1 16 and 17 (legal costs clause dispute resolution clause and jurisdiction clause) which shall come into effect immediately upon completion of this Agreement

5 THE OWNER'S COVENANTS

The Developer the First Owner and the Second Owner joint and severally covenant and agree with the Minister as set out in the Second Schedule to the intent that this Agreement shall be enforceable without limit of time against the Developer the First Owner and the Second Owner and any person claiming or deriving title through or under the First Owner and the Second Owner to their respective parts of the Site or any part or parts thereof.

6 THE MINISTER'S COVENANTS

The Minister covenants with the Developer the First Owner and the Second Owner as set out in the Third Schedule.

7 PUBLIC REGISTRY OF CONTRACTS

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

7.2 The Minister agrees if so requested by any of the First Owner the Second Owner or the Developer upon the full discharge by any of the First Owner the Second Owner or the Developer of an obligation under this Agreement formally to acknowledge such discharge and to register in the Public Registry of Contracts evidence of such full discharge the whole without prejudice to all and any continuing obligations of the First Owner the Second Owner or the Developer at that time still undischarged.

8 MISCELLANEOUS

8.1 The Developer 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.

8.2 Where the agreement, approval, consent or expression of satisfaction is required by the First Owner and the Second 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 of Planning and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Director at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing

- 8.3 Any notices on any of the parties as the case may be shall be deemed to have been properly served if sent by recorded delivery to and addressed to it at the address set out above or as otherwise notified for the purpose by notice in writing and that service on one party at that address shall also be deemed to be service on the other. Any notice to any of the First Owner the Second Owner, the Developer or the Guarantor shall be addressed for the attention of Martin Clancy and shall be copied to Appleby, 13-14 Esplanade, St Helier, Jersey, JE1 1BD for the attention of John Bisson.
- 8.4 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.
- 8.5 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, revoked or otherwise withdrawn or (without the consent of the First Owner and the Second Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 8.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.7 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 8.8 Except in so far as legally permitted by *equité* 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 First Owner and the Second Owner in favour of the Minister under this Agreement are in addition to any of the Ministers' statutory powers under the Law
- 8.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein
- 8.10 All communications and notices served or made under this Agreement shall be in writing
- 8.11 The First Owner and the Second Owner will advise any tenant lessee or purchaser of a Dwelling Unit of the existence and implications of this Agreement

9 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 for acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

The First Owner and the Second Owner agree with the Minister to give the Minister immediate written notice of any change in ownership of any of their respective interests 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 or unit of occupation purchased by reference to a plan.

11 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 hereof until the date on which such sum is payable.

12 INTEREST

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment.

13 GST

All consideration given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable

14 HYPOTHECATORS CONSENT

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

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

14.3 The Security Trustee acknowledges and declares that this Agreement has been entered into by the First Owner and the Second Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the Security Trustee in the Site shall take effect subject to this Agreement PROVIDED THAT the Hypothecator shall otherwise have no liability under this Agreement unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the First Owner and the Second Owner (as the case may be).

15 GUARANTOR'S COVENANTS

The Guarantor hereby covenants with the Minister in the terms set out in the Fourth Schedule (the Guarantor hereby agreeing to waive any right pursuant to the *droit de discussion* which might arise)

16. 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

L1253-115--



17 JURISDICTION

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

L1253-116--



FIRST SCHEDULE
Form of Planning Permission

L1253-117--



Planning and Environment Department
Planning and Building Services

South Hill
St Helier, Jersey, JE2 4US
Tel: +44 (0)1534 445508
Fax: +44 (0)1534 445528



FIRST SCHEDULE
Form of Planning Permission

Mr M Gaskell
Dandara Jersey Ltd
Gloucester Street
St Helier
JE2 3DG

Planning Application Number RP/2008/1731

Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

IMPORTANT NOTICE

This notice gives permission under Article 19 of the Planning and Building (Jersey) Law 2002, as amended. The development stated below may also require Building consent under Article 34, for which a separate application will need to be made. If you are in any doubt as to whether building permission is required please telephone the Building Applications Team on 448407 who will be pleased to help.

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

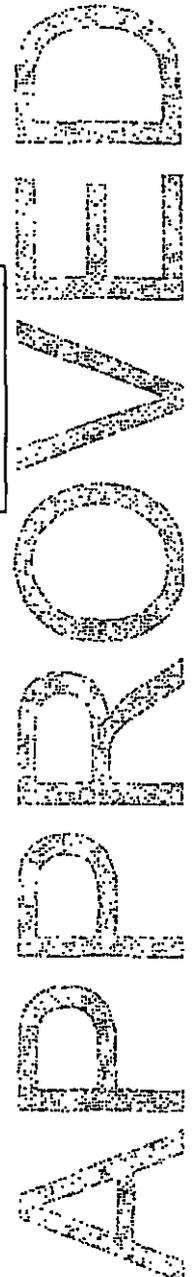
Relocation of existing Dandara Marketing Suite and construct 2 No. mixed blocks to include basement carpark, restaurant, convenience store, retail, food outlets and 358 residential units to south of vacant land on Jersey Waterfront. REVISED PLANS: Removal of commercial units from first floor in block B and replace with residential units, alter mix of residential units in blocks A & B to result in net increase in number of apartments by 26. Various external alterations.

To be carried out at:

Castle Quay, The Waterfront, St Helier.

The proposal complies with Planning Guidance for The Waterfront adopted 2006.

The applicant should note the comments of the Health and Social Services Department dated the 16 September 2008.



¹ CAUTION

This decision is purely permissory and does not overrule, any other permission or private property rights, nor does it affect the land to which a permission is granted.

L1253-118--



(08/1731; Page 1)
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overrule any
the owner



Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RP/2008/1731

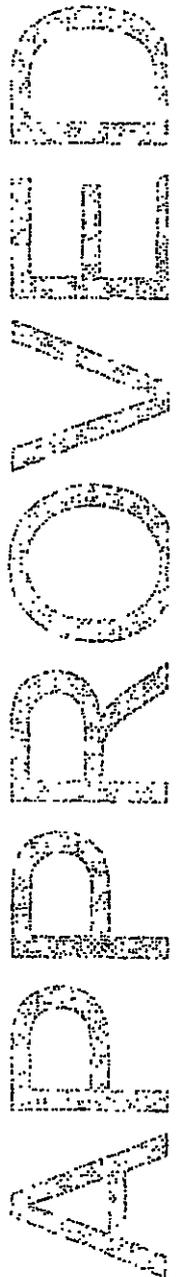
Subject to compliance with the following conditions and approved plan(s):

Standard Condition

- A. If the development hereby permitted has not commenced within five years of the decision date, this permission shall cease to be valid.
Reason: The Minister for Planning & Environment reserves the right to reconsider this proposal consequent on any future change of circumstances or policy.

Condition(s):

1. The applicant must comply with the Construction Environment Management Plan as approved within the original approval for the scheme (Condition 1. P/2007/0006). There must be no variation from the terms of that Plan without the express consent of the Minister for Planning and Environment.
2. All work must comply with the Supplementary Planning Guidance, Planning Advice Note 2 - Development of Contaminated Land.
3. This consent shall cease to be valid should a formal Planning Agreement under Article 25 of the Planning and Building Jersey Law 2002 not be signed within 12 months from the date of this consent.
4. Upon completion of the development the applicant must provide information as to how the "Interim Travel Plan; December 2007; Peter Brett Associates" has been implemented within the development. A Report shall be prepared demonstrating how the phasing of measures, their management and monitoring have been implemented. All this to be approved by the Minister for Planning and Environment.
5. All planting and other operations contained within the landscaping scheme shall be carried out and completed in the first planting season following completion of the development. Any trees or plants planted in accordance with the approved scheme which, within a period of 5 years from the planting taking place; die, are removed or are seriously damaged shall be replaced in the next planting season.



CAUTION

This decision is purely permissive and does not overrule, any other permits or private property rights, nor does it affect the title of the land to which a permit is granted.

L1253-119-



2008/1731; Page 2)
This decision is purely permissive and does not overrule any other permits or private property rights, nor does it affect the title of the land to which a permit is granted.

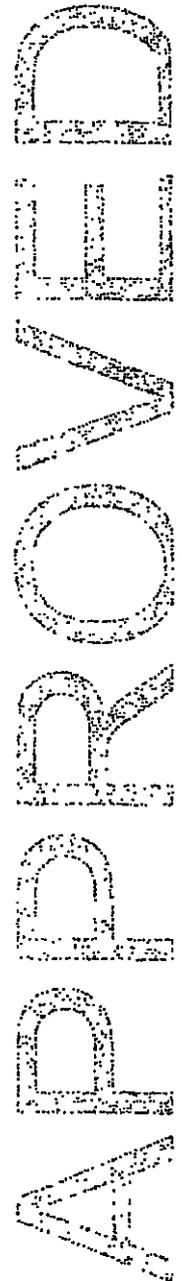


Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RP/2008/1731

- 6. All hard landscaping and other public realm works which are part of the approved plan shall be covered by a long term maintenance scheme which shall require the approval of the Minister for Planning and Environment. This shall include the provision of any materials, displays or sculpture which is provided as part of the Percentage for Art Scheme.
- 7. Samples of all external materials shall be submitted to and approved by the Minister for Planning and Environment. This shall include samples of the granite cladding and the render colour to be used on the north elevation. An agreed sample of the build quality and finish shall be prepared and agreed by the Minister for Planning and Environment within six months of the date of this consent.
- 8. Details of all external lighting proposed shall be submitted to the Minister for Planning and Environment within 6 months from the date of this consent. These details must include all fixtures and fittings, their location and luminance.
- 9. The design of the residential units should achieve the following internal noise levels due to noise ingress:
 Bedrooms: internal noise should not be greater than 30dB(A)L Aeq, 8hrs (2300-0700hrs)
 Living rooms: internal noise should not be greater than 35dB(A)L Aeq, 16hrs (0700-2300hrs)
 Kitchens: internal noise should not be greater than 45dB(A)L Aeq, 16hrs (0700-2300)
- 10. The applicant shall ensure that there is an ongoing assessment of nitrogen dioxide on the site. The applicant must monitor levels of nitrogen dioxide and provide monthly results to the Health Protection Services Department during construction and for a period of 18 months after completion of Blocks A and B. The applicant shall provide a consolidated report detailing nitrogen dioxide levels including interpretation and conclusions, within 28 days of the completion of the development. All results to be subject to the scrutiny and agreement of the Minister for Planning and Environment.



L1253-120--

CAUTION

This decision is purely perm
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private property rights, nor c
of the land to which a permit



(008/1731; Page 3)
, nor does it
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of the owner



L1253-121--





Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RP/2008/1731

- 11. Notwithstanding the details on the approved plan provisions shall be made within the basement to allow recycling to take place. Details of the layout of the basement to enable recycling shall be submitted to the Minister for Planning and Environment within 6 months from the date of this consent.
- 12. Notwithstanding the information on the plans the provision made for plant on the roof is not approved. Detailed drawings must be submitted to and approved by the Minister for Planning and Environment within 6 months from the date of this consent.
- 13. All extract ventilation for food business operation must comply with the standards as set out within "Castle Quays - Commercial Units Specification for Kitchen Ventilation System - 31 October 2008". Each individual restaurant or cafe operation must comply with the appropriate level of ventilation as laid out within this document. In every case the proposed system of ventilation shall be agreed with the Minister for Planning and Environment prior to occupation of the premises.
- 14. A report giving details of the proposed energy efficiency of the building in conjunction with a Sustainability Statement and implementation plan shall be submitted to and approved by the Minister for Planning and Environment within 6 months from the date of this consent.
- 15. Should Methane Gas be discovered on the site the applicant shall submit a method statement demonstrating that there can be no egress to any buildings on site. This method statement shall be submitted to and approved by the Minister for Planning and Environment.
- 16. The use of parking at basement and sub-basement level shall be restricted to:-
 - 275 spaces for residential use
 - 50 spaces for staff and clients of the commercial units
 - 10 spaces to be reserved for the use of the Harbours Department
 A plan indicating the location of these spaces at basement level and sub-basement level to be submitted to and approved by the Minister for Planning and Environment.



L1253-122--

CAUTION
This decision overrules a private process of the land to which a permission relates.



(P1; RP/2008/1731; Page 4)
Not valid from obtaining, nor does it
In addition, it does not overrule any
in the permission of the owner



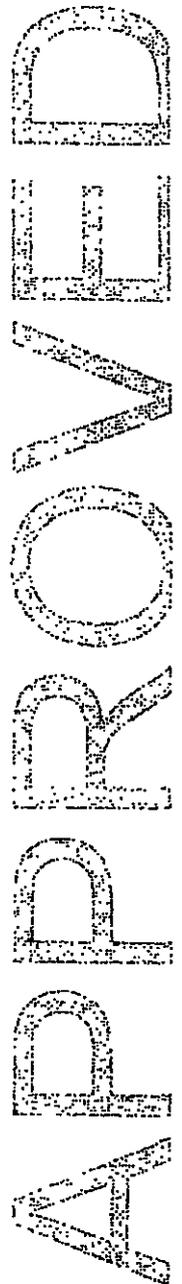
Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RP/2008/1731

Reason(s):

1. To safeguard the amenity of the area and to ensure the safe and appropriate development of the site.
2. To safeguard the amenity of the area and to ensure the safe and appropriate development of the site.
3. To safeguard the amenity of the area and to ensure the safe and appropriate development of the site.
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11. To safeguard the amenity of the area and to ensure the safe and appropriate development of the site.
12. To safeguard the amenity of the area and to ensure the safe and appropriate development of the site.



L1253-123--

CAUTION

This decision is purely overrule, any other per private property rights, of the land to which a p



/2008/1731; Page 5)
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Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RP/2008/1731

- X: Block B: Fifth Floor Plan
- Y: Block B: Proposed Sixth Floor Plan
- Z: Block B: Proposed Roof Plan
- AC: Block A: Courtyard Elevations
- AT: Block A: Proposed Ground Floor Plan
- AU: Block B: Proposed Ground Floor Plan
- AV: Block A: External Elevations Sheet 1
- AW: Block A: External Elevations Sheet 1
- AX: Block B: External Elevations Sheet 1
- AY: Block B: External Elevations Sheet 2
- AZ: Block B: External Elevations Sheet 3
- BA: Block A: Building Section A-A
- BB: Block A: Detailed Elevation (Granite)
- BC: Block A: Detailed Elevation (Seaward)
- BD: Block A: Detailed Elevation (Flowerpot)
- BE: Block A: Detailed Elevation (Shard)
- BF: Block A: Detailed Elevation (South)
- BG: Block B: Detailed Elevation (Granite)
- BH: Block B: Detailed Elevation (Seaward)
- BI: Block B: Detailed Elevation (Flowerpot)
- BJ: Block B: Detailed Elevation (Shard)
- BK: Block B: Detailed Elevation (North)
- BL: Block B: Courtyard Elevations



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

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

28 November 2008

Director

L1253-124--



(P1; RP/2008/1731; Page 7)

the parties concerned from obtaining, nor does it
any other law. In addition, it does not overrule any
on the need to obtain the permission of the owner

SECOND SCHEDULE

The Owners Covenants with the Minister

The First Owner the Second Owner and the Developer covenant and agree and undertake:

CCTV

- 1 that no Dwelling Units shall be Occupied until such time as the Developer or the First Owner or the Second Owner has paid to the Treasurer of the States the CCTV Contribution (which shall be used by the Minister to increase the CCTV monitoring capacity within the Public Realm)

Highways

- 2 that no Dwelling Units shall be Occupied until such time as the Developer or the First Owner or the Second Owner has paid to the Treasurer of the States the Transport Contribution

THIRD SCHEDULE

MINISTER'S COVENANTS

Repayment of contributions

- 1 The Minister hereby covenants with the Developer the First Owner and the Second Owner to use all sums received by the Treasurer of the States from the Developer under the terms of this Agreement (namely the CCTV Contribution and the Transport Contribution) for the purposes specified in this Agreement for which they are to be paid or for such other planning purposes arising from the Development as the Minister shall in his discretion consider to be reasonably appropriate in the circumstances.
- 2 The Minister covenants with the Developer the First Owner and the Second Owner that he will procure or arrange that the Treasurer of the States will pay to the Developer such amount of any payment made by the First Owner or the Second 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.

FOURTH SCHEDULE

GUARANTOR PROVISIONS

1. Guarantee

- 1.1 The Guarantor **HEREBY irrevocably COVENANTS AND GUARANTEES** to the Minister the performance observance and compliance by the First Owner the Second Owner and the Developer of each and every of the terms provisions conditions obligations undertakings and agreements on the part of the First Owner the Second Owner and the Developer to be performed observed or carried out by the First Owner the Second Owner and the Developer as contained or referred to in this Agreement (hereinafter called "the Obligations")

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2. Obligations

2.1 If at any time any default is made by the First Owner the Second Owner and the Developer in the performance of any of the Obligations the Guarantor will well and truly perform or cause to be so performed each and every one of the Obligations and/or will pay any sum or sums that may be payable in consequence of any default made by the First Owner the Second Owner and the Developer in the performance of any of the Obligations and will indemnify the Minister on demand against all losses damages costs and expenses arising out of any default by the First Owner the Second Owner and the Developer

3. Liability as if Sole Principal Obligor

3.1 As between the Guarantor and the Minister (but without affecting the Obligations) the Guarantor shall remain liable under this Agreement as if it were the sole principal obligor and not merely a guarantor

3.2 The Guarantor shall not be discharged nor shall its liability be affected by anything which would not discharge it or affect its liability if it were the sole principal obligor including but not limited to:-

3.2.1 any amendment modification waiver consent or variation express or implied to this Agreement or any related documentation

3.2.2 the granting of any extensions of time or forbearance forgiveness or indulgences in relation to time to the First Owner the Second Owner and the Developer (as the case may be)

3.2.3 the enforcement absence of enforcement or release of this Agreement or of any security right of action or other guarantee or indemnity

3.2.4 the dissolution amalgamation reconstruction reorganisation of the First Owner the Second Owner and the Developer (as the case may be) or any other person or

3.2.5 the illegality invalidity or unenforceability of or any defect in any provision of this Agreement or any of the Obligations

3.2.6 any indulgence or forbearance payment or concession to the First Owner the Second Owner and the Developer (as the case may be)

3.2.7 any compromise of any dispute with the First Owner the Second Owner and the Developer (as the case may be)

3.2.8 any failure of supervision to detect or prevent any fault of the First Owner the Second Owner and the Developer (as the case may be)



Signed on behalf of Le Capelain House Limited

By John Le Cars Bisson

In the presence of

This 31st day of March 2009 T.L. HART

Signed on behalf of Millais House Limited

By John Le Cars Bisson - The Capelain House Ltd

In the presence of

This 31 day of March 2009 T.L. HART

Signed on behalf of Castle Quays Development Limited

By John Le Cars Bisson - The Capelain House Ltd

In the presence of T.L. HART

This 31st day of March 2009

Signed on behalf of HSBC Bank Plc (as First Hypothecator)

By Jon Barrett

In the presence of A. HAYES

This 1st day of April 2009

Signed on behalf of the [redacted] Limited (as First Hypothecator)

By

In the presence of LWA MILNE

This 1st day of April 2009

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Signed on behalf of HSBC Bank Plc (as Security Trustee)

By *JON BARRETT*

In the presence of *A HAYES*

This *1st* day of *April* 2009

Signed on behalf of the Waterfront Fisheries Board Ltd

By *JOHN TUBBO*

In the presence of

LEE HENRY

This *second* day of *April* 2009

Signed on behalf of the Dandara Holdings Limited

By *John Le Cars Bisson - Ancienne*

In the presence of

T. L. ...

This *31* day of *March* 2009

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Signed on behalf of the Planning Minister

by 

in the presence of 

this *27* day of *July*, 2009

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