

In the Royal Court of Jersey

Samedi Division

In the year two thousand and fourteen, the eleventh day of September.

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, The Minister for Transport and Technical Services and Andium Homes Limited in relation to Phase 2, Belle Vue Development Site, La Route des Quennevais, St Brelade, be registered in the Public Registry of this Island.

LOD

Reg. Pub.

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

relating to the development of Phase 2, Belle Vue Development Site, La
Route des Quennevais, St Brelade

Dated 11TH SEPTEMBER

2014

The Minister for Planning and Environment (1)

The Minister for Transport and Technical Services (2)

Andium Homes Limited (3)

DATE 11TH SEPTEMBER

2014

PARTIES

- (1) The Minister for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Planning Minister")
- (2) The Minister for Transport and Technical Services of PO Box 412 South Hill Offices, St Helier, Jersey, JE4 8UY ("the TTS Minister")
- (3) Andium Homes Limited, Jubilee Wharf, 24 Esplanade St Helier JE4 8XT ("the Owner")

RECITALS

- 1 The Planning Minister is the Minister of the States charged with the administration of the Law by whom the obligations in this Agreement are enforceable in accordance with the provisions of the Law.
- 2 The Owner warrants that it is the owner in perpetuity (à fin d'héritage) of the Site.
- 3 An application was submitted to the Planning Minister for planning permission for the Development and having regard to the purpose of the Law the Island Plan 2011 and all other material considerations the Planning Minister is minded to grant planning permission 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 the Planning Minister would not be so minded.
- 4 The Pedestrian Refuge Works relate to a public road and the TTS Minister is party to this Agreement in his capacity as highways authority in Jersey.
- 5 The parties acknowledge that this Agreement is legally binding and have agreed to enter into this Agreement for the purposes of securing the planning obligations set out herein.
- 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:

"Affordable Housing"		residential accommodation for renting or accommodation for purchase, for persons who would otherwise have financial difficulties renting or acquiring residential accommodation in the general market for residential accommodation prevailing in Jersey
"Affordable Housing Gateway"		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 those applicants who have been assessed and qualify on a means basis through the gateway
"Affordable Housing Unit"		means the Dwelling Units comprising 9 houses and 35 apartments to be constructed on the Site and occupied by Eligible Persons
"Approved AHP"		An Approved Affordable Housing Provider which is: the Public; a parish;

		<p>the Company; or</p> <p>a housing trust which is approved by the Minister for Housing for the purposes of the provision of Affordable Housing</p> <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</p>
"Cycle Path Specification"		The specification for carrying out the Cycle Path Works
"Cycle Path Works"		All works necessary for the provision of that part of the public cycle path network that runs across the Site, as identified on the Plan
"Commencement"		the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out and "Commence" and "Commenced" shall be construed accordingly
"the Company"		means the company prescribed under Article 2 to the Social Housing (Transfer) (Jersey) Law 2013

"Development"		the development of the Site in accordance with the Planning Permit
"Dwelling Unit"		a residential unit forming part of the Development to be constructed pursuant to the Planning Permit
"Eligible Person"		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) otherwise certified by the Minister for Housing at all times acting reasonably consistently with the discharge of his housing function as being eligible to reside in the Affordable Housing Units
"Family Member"		means a member of the family of a person who is entitled by virtue of the terms of this Agreement to occupy a Dwelling Unit and for the purposes of this Agreement shall mean the brother, sister, daughter, son, step-child, parent, grandparent or grandchild
"GST"		goods and services tax under the Goods and Services Tax (Jersey) Law 2007
"Index"		the all Items Index of Retail

		Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey
"Interest"		interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time.
"Island Plan 2011"		The States of Jersey Island Plan, 2011 (as amended from time to time)
"Law"		the Planning and Building (Jersey) Law 2002.
"Occupation, Occupy 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
"Pedestrian Refuge Layout"		The layout as shown on the Setting Out Details drawing annexed in the Sixth Schedule
"Pedestrian Refuge Specification"		The Pedestrian Refuge Layout together with such structural drawings, workings drawings, construction specification and material specification that the TTS Director reasonably and properly requires to satisfy himself that the Pedestrian Refuge Works will be carried out to a standard and quality that is

		suitable as forming part of a public highway
"Pedestrian Refuge Works"		Works to be carried out in accordance with the approved Pedestrian Refuge Specification and the Pedestrian Refuge Layout.
"Plan"		the plan annexed in the fifth Schedule to this agreement
"Planning Permit"		the planning permission for the Development (reference RP/2013/1595) a copy of which is annexed at the Second Schedule.
"Royal Court"		the Royal Court of the Island of Jersey
"SHU"		the Strategic Housing Unit, established following States approval of P33/2013, for which the Chief Minister has political responsibility
"Site"		Phase 2 of the Belle Vue Development Site, La Route de Quennevais, as shown by a thick black line on the Plan and as is more fully described in the First Schedule upon which the Development is to be carried out
"TTS Director"		the Director of Transport and Technical Services for

		Engineering and Infrastructure or his/her appointed representative for the time being to the States of Jersey
“TTS Minister”		The Minister for Transport and Technical Services

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 Planning Minister and TTS Minister the successors to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law

3 LEGAL BASIS

- 3.1 This Agreement is made pursuant to Article 25 of the Law.
- 3.2 The covenants, restrictions and requirements imposed upon the Developer and the Owners under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Planning Minister against the Owner.
- 3.3 The TTS Minister enters into this Agreement in his capacity as highways authority under the Loi (1914) sur la Voirie, Article 26 of the States of Jersey Law 2005 and all other enabling powers.

4 CONDITIONALITY

This Agreement is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development

save for the provisions of Clauses 9, 12 and 14 which shall come into effect immediately upon which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

5 OWNER COVENANTS

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

6 PUBLIC REGISTRY OF CONTRACTS

The Planning 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 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Planning

Minister or TTS 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 Planning Minister by the Director - Development Control of Planning and on behalf of the TTS Minister by the TTS Director and any notice or communication to the Planning Minister or TTS Minister pursuant to the provisions of this Agreement shall be sent to their respective addresses given in this agreement or as otherwise notified to the Owner for the purpose by notice in writing.

- 7.2 Any notices on any of the parties to this Agreement 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 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 permitted by *équité* this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Planning Minister or TTS 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 Planning Minister or TTS Minister by any of the obligations or covenants by the Owner in favour of the Planning Minister or TTS Minister under this Agreement are in addition to any of the Ministers' 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 Planning Minister or TTS Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.
- 7.10 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 Planning Minister or TTS 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 Planning Minister or TTS Minister (as the case may be) from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

The Owner agrees with the Minister to give the Planning 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.

10 INDEXATION

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

11 INTEREST

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

12 DISPUTE RESOLUTION

In the event that any dispute shall arise in respect of any provision of this Agreement it shall be referred if not resolved within seven working days to the arbitration of an independent arbitrator under the provisions of the Arbitration (Jersey) Law 1998 such arbitrator to be named by the agreement of the parties to the dispute or in default of agreement by the President for the time being of the Royal Institution of Arbitrators upon the application of any party to the dispute.

13 GOODS AND SERVICES TAX

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

13.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that GST had not previously been charged in respect of that supply the person making the supply shall have the right to issue a 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 Owners' Title, and description of the Site

The immovable property identified at Part 154 of Schedule 1 to the Social Housing (Transfer) (Jersey) Regulations 2014

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

SECOND SCHEDULE
The Draft Planning Permit

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

Mr M Rentsch
Waddington Architects
St Andrew's Studios
Charing Cross
3 St Andrew's Place
St Helier, JE2 3RP

Planning Application Number RP/2013/1595

Dear Sir/Madam

Application Address:	Phase 2, Belle Vue Development Site, La Route des Quennevais, St. Brelade
Description of Work:	Residential Development. AMENDED PLANS: Amended design and layout incorporating 20 houses and 35 apartments. REVISED PLANS: Amended design and layout of Phase 2 incorporating 9 houses and 35 apartments.

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

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

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

Yours faithfully

Lawrence Davies
Planner, Development Control
Planning Services, South Hill, St. Helier, Jersey, JE2 4US
direct dial: +44 (0) 1534 448472
fax: +44 (0) 1534 445528
email: l.davies@gov.je

Encl.

P1RP_2012

Chief Executive Officer: Andrew Scate BA (Hons), Dip TP, MRTPI.

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

Planning Application Number RP/2013/1595

Planning Decision Notice Revision/Amendment to Original Permission

PLANNING AND BUILDING (JERSEY) LAW 2002

DRAFT

IMPORTANT NOTICE

This notice gives permission under Article 19 of the Planning and Building (Jersey) Law 2002, as amended. In accordance with Article 24(i) of the Law the grant of this permission enures (except insofar as the permission otherwise provides) for the benefit of the land to which it relates and of each person for the time being having an estate or interest in that land.

The development stated below may also require Building consent under Article 34, for which a separate application will need to be made. If you are in any doubt as to whether building permission is required please telephone the Building Applications Team on 448407 who will be pleased to help.

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

Residential Development. AMENDED PLANS: Amended design and layout incorporating 20 houses and 35 apartments. REVISED PLANS: Amended design and layout of Phase 2 incorporating 9 houses and 35 apartments.

To be carried out at:

Phase 2, Belle Vue Development Site, La Route des Quennevais, St. Brelade.

PLEASE NOTE

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

REASON FOR APPROVAL: A previous application (P/2009/2419), for the construction of 20 no. houses on this site was approved in March 2012.

APPROVED

Planning Permit Revision/Amendment to Original Permission

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RP/2013/1595

However, following further consideration, the approved development is no longer considered to be financially viable and an alternative development for 35 no. apartments and 9 no. houses has been proposed instead. These will be allocated as social / affordable housing units.

The Planning Applications Panel is satisfied that this alternative proposal is well designed and will sit comfortably within the context and setting of this Built Up Area site; in addition, it will make better and more efficient use of the site.

Overall, the development is considered to be acceptable having due regard to all of the material considerations raised and in particular the relevant policies of the 2011 Island Plan.

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 original decision date, 01/03/2012, this permission shall cease to be valid.

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

Condition(s)

1. Full details of all proposed walls and other boundary treatments, including the barriers where the cycle path meets the road, must be agreed in writing with the Minister for Planning and Environment prior to the commencement of the development.
2. Prior to the commencement of development, the levels of potential contaminants in the ground shall be investigated and any risk to human health or the wider environment assessed and mitigated, to the satisfaction of the Minister for Planning and Environment in consultation with Environmental Protection and Health Protection, and in accordance with the

APPROVED

Planning Permit Revision/Amendment to Original Permission

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RP/2013/1595

requirements of SPG PAN 2 - Development of Potentially Contaminated Land.

3. 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;
 - a) 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;
 - b) 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;
 - c) other landscape treatments to be carried out or features to be created, for example, any excavation works, surfacing treatments, or means of enclosure;
 - d) the measures to be taken to protect existing trees and shrubs; and,
 - e) the arrangements to be made for the maintenance of the landscaped areas.
4. All planting and other operations comprised in the landscaping scheme approved under condition 3 above shall be implemented in the first planting season following the completion of the development.
5. Prior to the commencement of the development hereby permitted, samples of all of the external materials to be used shall be submitted to, and approved in writing by, the Minister for Planning and Environment. High quality photographic evidence may be sufficient for some items. In addition, the external colour of the rendered surfaces of the building must also be agreed in writing prior to commencement.
6. Prior to the commencement of any works on site, a scheme of mitigation and enhancement in respect of the habitats of Protected wildlife species,

Planning Permit Revision/Amendment to Original Permission

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RP/2013/1595

shall be submitted to, and agreed in writing by, the Minister for Planning and Environment. Thereafter, the agreed measures shall be implemented in full.

7. Notwithstanding the submitted and approved information, prior to commencement, a scheme setting out the allocation of the car parking spaces and cycle storage spaces to individual apartments shall be submitted to and approved in writing by the Minister for Planning and Environment, to be implemented in full prior to first occupation and maintained in perpetuity thereafter. For the avoidance of doubt, there shall be no car parking by commuters or non-residents other than persons visiting residents. Car parking shall not to be sub-let or re-assigned to non-residents of the development.

Reason(s)

1. To ensure the safety of cyclists and that the proposed boundary treatments are acceptable given the site's prominent position, in accordance with Policies GD 1 and GD 7 of the 2011 Island Plan.
2. To ensure that development does not have any unreasonable impact on public health or the wider environment, in accordance with Policies GD 1 and GD 6 of the 2011 Island Plan.
3. 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 Policies GD 1 and NE 4 of the 2011 Island Plan.
4. 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 Policies GD 1 and NE 4 of the 2011 Island Plan.
5. The execution of this development is considered to be critical to its success, and the Minister wishes to be assured as to the quality of these details, in accordance with Policies GD 1 and GD 7 of 2011 Island Plan.
6. To ensure adequate consideration is given to the protection of animal and plants species, in accordance with Policy NE 2 of the 2011 Island Plan.

Planning Permit Revision/Amendment to Original Permission

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RP/2013/1595

7. For the avoidance of doubt and to ensure adequate car parking in accordance with Policy GD 1 of the Jersey Island Plan 2011.

The approved plans can be viewed on the Planning Register at

www.gov.je/planning

FOR YOUR INFORMATION:

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

- 5212-001 A Location Plan
- 5212-002 A Survey Topographical
- 5212-003 B Proposed Site Plan
- 5212-004 A Site Photos
- 5212-005 A Grouped Elevations Sheet 1
- 5212-006 A Grouped Elevations Sheet 2
- 5212-007 A Landscape Plan
- 5212-008 A 3D Images Sheet 1
- 5212-009 A Site Photos
- 5212-010 A Basement and Ground Floor Plans
- 5212-011 A 1st, 2nd Floor & Roof Plans
- 5212-012 A Sections
- 5212-013 A Elevations (S+E)
- 5212-014 A Elevations (N+W)
- 5212-015 A Block 1_3D Images
- 5212-020 A Block 2_Ground Floor Plan
- 5212-021 A Block 2_First Floor Plan
- 5212-022 A Block 2_Second Floor Plan
- 5212-023 A Block 2_Roof Plan
- 5212-024 A Elevations Sheet 1
- 5212-025 A Elevations Sheet 2
- 5212-026 A Sections A-A & B-B
- 5212-027 A Block 2_3D Images
- 5212-030 A Block 3 Plans & Section
- 5212-031 A Block 3 Elevations
- 5212-032 A Block 3_3D Images

Planning Permit Revision/Amendment to Original Permission

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Planning Application Number RP/2013/1595

5212-040 B Proposed Floor Plans (3 no.)
5212-041 B Roof Plan / Elevation / Section
5212-042 B Proposed House Elevation (3 no.)
5212-043 A Houses_3D Images
5212-050 A Crime Impact Statement
5212-051 A Design Statement (Pages 1-24)
5212-051 A Design Statement (Pages 25-47)
5212 Accommodation Schedule

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.

xx/xx/xxxx Signed

for Director

THIRD SCHEDULE

The Owner's Covenants

The Owner covenants, agrees and undertakes:

COMMENCEMENT

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

AFFORDABLE HOUSING

- 2 That each and every Dwelling Unit shall be an Affordable Housing Unit and shall not be used other than for Affordable Housing.
- 3 No development shall be Commenced on the Site until the final type tenure affordability ownership structure and location of the Affordable Housing has been agreed with the SHU. The scheme to be agreed shall include the following:
 - 3.1 The proportion of the total number of Dwelling Units to be provided on the Site that shall be Affordable Housing in perpetuity for purchase and the proportion that shall be Affordable Housing for rent. Such proportions may not be altered other than by agreement in writing with the SHU;
 - 3.2 If transfer of land is required for the purposes of the Development the details of the transfer of the Affordable Housing land to an Approved AHP including the purchase price and time scale for the transfer;
 - 3.3 the mechanism to ensure that the Affordable Housing is not used for any other purpose;
 - 3.4 the mechanism to ensure that the Affordable Housing is affordable in perpetuity;
 - 3.5 the mechanism to restrict the occupancy to Eligible Persons in perpetuity;
 - 3.6 the mechanism to control the terms of tenure;
 - 3.7 the mechanism to control the affordability ownership structure.

- 4 No development shall be Commenced on the Site until the Owner provides a copy of the scheme that has been agreed with the SHU under paragraph 3 to the Planning Minister.
- 5 No Affordable Housing Unit shall be used or occupied other than by an Eligible Person (including a Family Member living with the Eligible Person).
- 6 No Affordable Housing Unit shall be used or occupied other than by and in accordance with the scheme approved by the SHU in accordance with paragraph 3 (and its sub-paragraphs) above.

PEDESTRIAN REFUGE

- 7 Not to Commence that part of the Development comprising the Pedestrian Refuge Works before the Pedestrian Refuge Specification has been submitted to the TTS Minister for his approval and the Pedestrian Refuge Specification has been approved by the TTS Minister.
- 8 Not to Commence that part of the Development comprising the Pedestrian Refuge Works until the Owner has given to the TTS Minister twenty-eight (28) days' notice in writing of his intention so to do.
- 9 Not to Commence that part of the Development comprising the Pedestrian Refuge Works other than with a contractor or sub-contractor previously approved by the TTS Director (such approval not to be unreasonably withheld or delayed).
- 10 That the Owner will at his own expense undertake the Pedestrian Refuge Works or carry out or cause to be carried out the Pedestrian Refuge Works the whole in accordance with the approved Pedestrian Refuge Specification.
- 11 The Owner shall reimburse to TTS the reasonable costs (including reasonable and proper professional fees) incurred by TTS in relation to site checks and supervision for the Pedestrian Refuge Works provided that such costs shall be previously agreed with the Owner.
- 12 The Owner shall procure that the Pedestrian Refuge Works are executed laid out and completed as part of the main contract for the Development, and shall use reasonable endeavours to procure a twelve (12) month defects liability warranty in favour of the TTS Minister in respect of the

Pedestrian Refuge Works (such warranty to commence from the completion of Pedestrian Refuge Works) from the contractor chosen to undertake such works.

- 13 The TTS Minister shall have the right (whether acting by one of his officers, an officer of TTS, the TTS Director or otherwise) at all reasonable times during the progress of the Pedestrian Refuge Works to enter upon the necessary parts of the Site to view the state and progress of the Pedestrian Refuge Works and the materials used and intended for use thereon to ascertain whether or not the approved Pedestrian Refuge Works Specification is being duly observed and performed provided always that the TTS Minister shall upon arrival at the Site report his presence to the principal contractor/site office and comply with any reasonable directions made by such contractor
- 14 In respect of 13 above the TTS Minister shall have a purely monitoring role and the approval, refusal, non-refusal or non-disapproval of anything by the TTS Minister shall not imply any responsibility on the TTS Minister nor prevent the TTS Minister from taking action whether under this Agreement or otherwise.
- 15 If the Owner has not carried out or caused to be carried out the Pedestrian Refuge Works to the satisfaction of the TTS Director or (in the sole opinion of the TTS Director) is not proceeding to carry out the same expeditiously the TTS Minister will be entitled to carry out or cause to be carried out the Pedestrian Refuge Works and recover on demand the cost thereof from the Owner
- 16 The TTS Director shall be provided with not less than ten (10) working days' notice in writing of the intention of the Owner's architect to undertake a final inspection of the Pedestrian Refuge Works in order to sign them off as complete.
- 17 That on completion of the Pedestrian Refuge Works the Owner shall provide to or procure via his architect for the Planning Minister three sets of as built plans (in such media format as the Planning Minister requires) and other information reasonably required by the Planning Minister plus a further copy for the TTS Minister (for land survey and tying into the island co-ordinate system).

- 18 Not to Occupy or cause or permit to be Occupied the Development until such time as the Pedestrian Refuge Works have been completed to the reasonable satisfaction of the TTS Minister.
- 19 Not to Occupy or cause or permit to be Occupied the Development until such time as all and any land forming part of the Pedestrian Refuge Works (identified as land to become part of the footpath or carriageway on the details of land revisions drawing in the sixth Schedule) has been ceded and transferred to the Public free of all charges and encumbrances.

CYCLE PATH NETWORK

- 20 Not to Commence that part of the Development comprising the Cycle Path Works before the Cycle Path Specification has been submitted to the TTS Minister for his approval and has been approved by the TTS Minister.
- 21 Not to Commence that part of the Development comprising the Cycle Path Works until the Owner has given to the TTS Minister twenty-eight (28) days' notice in writing of his intention so to do.
- 22 That the Owner will at his own expense undertake the Cycle Path Works or carry out or cause to be carried out the Cycle Path Works the whole in accordance with the approved Cycle Path Specification.
- 23 That on completion of the Cycle Path Works the Owner shall provide to or procure via his architect for the Planning Minister three sets of as built plans (in such media format as the Planning Minister requires) and other information reasonably required by the Planning Minister plus a further copy for the TTS Minister (for land survey and tying into the island co-ordinate system).
- 24 Not to Occupy or cause or permit to be Occupied the Development until such time as the Cycle Path Works have been completed to the reasonable satisfaction of the TTS Minister.

- 25 Not to Occupy or cause or permit to be Occupied the Development until such time as all and any land forming part of the cycle path identified on the Plan has been ceded and transferred to the Public free of all charges and encumbrances.

FOURTH SCHEDULE

The TTS Minister's covenants with the Owner

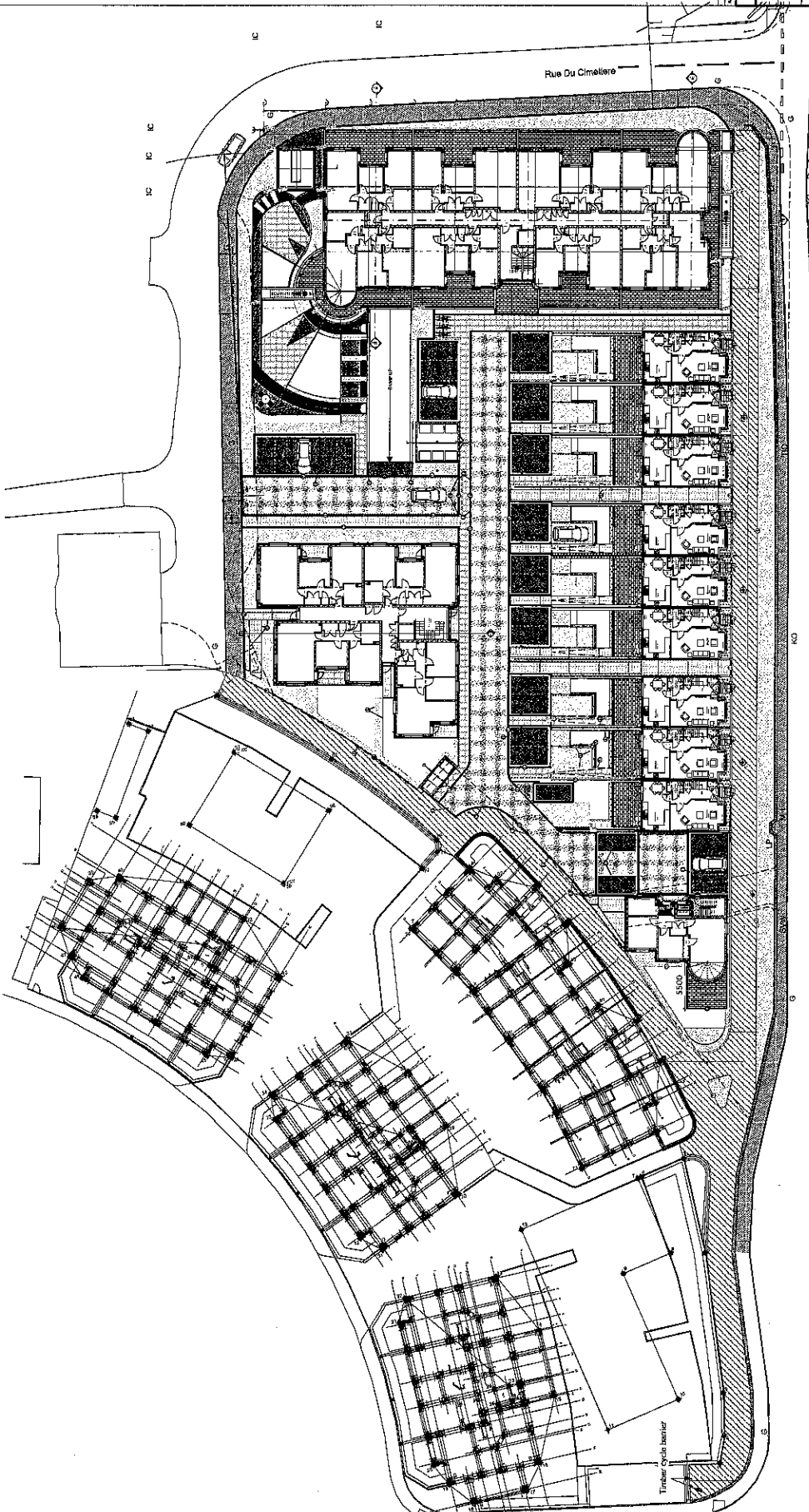
The TTS Minister covenants and agrees and undertakes with the Owner:

1. The TTS Minister has reviewed the proposals for the Pedestrian Refuge Works and Cycle Path Works and has in principle approved the Pedestrian Refuge Works and Cycle Path Works.
2. The TTS Director shall use all reasonable endeavours to consider and approve the Pedestrian Refuge Works Specification and the Cycle Path Specification within 3 months of receiving the same from the Owner.

FIFTH SCHEDULE
The Plan

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NOTES:
This drawing is the work of the architect and is not to be used for any other purpose without the written consent of the architect.
Any dimensions shown on this drawing are to be taken from the architect's drawings and not from the site.
The architect is not responsible for any errors or omissions in this drawing.
The architect is not responsible for any structural or engineering work shown on this drawing.
The architect is not responsible for any other work shown on this drawing.
The architect is not responsible for any other work shown on this drawing.

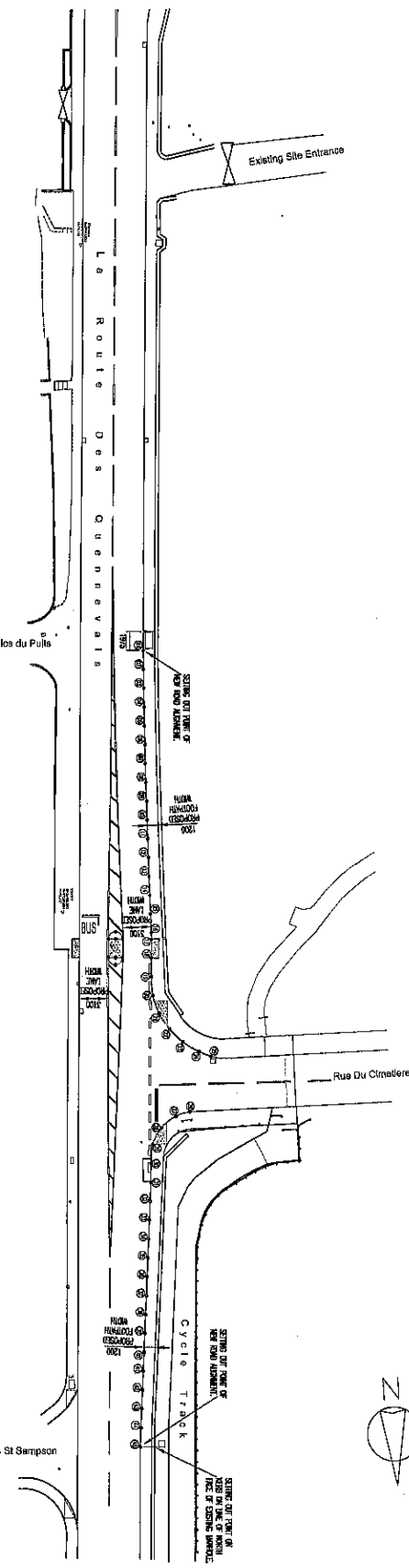


STATUS: TENDER
 CLIENT: Ardian Homes Ltd
 PROJECT: Sate Vue Phase 2
 DRAWING: Site Plan Cycle Track Detailed area
 DATE: June 14
 SCALE: 1:250 @ A1
 JOB No. 5212
 Dwg No. 710
 REV. A

WINDWARD CONSULTANTS
 ARCHITECTS
 110-112, QUEEN STREET, SYDNEY, NSW 2000
 PHONE: (02) 9251 1100
 FAX: (02) 9251 1101
 WWW.WINDWARDCONSULTANTS.COM.AU

SIXTH SCHEDULE
Drawings relating to the Pedestrian Refuge Works

A1



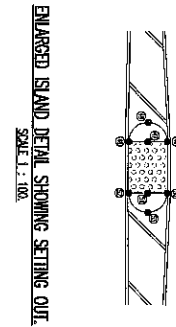
SITE PLAN SHOWING PROPOSED WORKS. SCALE 1 : 250.

ROUTE 2 ROAD ALIGNMENT TO EAST SIDE OF LA ROUTE DES QUENNEWAS TO REMAIN AS EXISTING.

SETTING OUT POINT CO-ORDINATES.

SETTING OUT POINT	DESCRIPTION	COORDINATES	COMMENTS
01	SP01/01	570242.5	570242.5
02	SP01/02	570243.0	570243.0
03	SP01/03	570243.5	570243.5
04	SP01/04	570244.0	570244.0
05	SP01/05	570244.5	570244.5
06	SP01/06	570245.0	570245.0
07	SP01/07	570245.5	570245.5
08	SP01/08	570246.0	570246.0
09	SP01/09	570246.5	570246.5
10	SP01/10	570247.0	570247.0
11	SP01/11	570247.5	570247.5
12	SP01/12	570248.0	570248.0
13	SP01/13	570248.5	570248.5
14	SP01/14	570249.0	570249.0
15	SP01/15	570249.5	570249.5
16	SP01/16	570250.0	570250.0
17	SP01/17	570250.5	570250.5
18	SP01/18	570251.0	570251.0
19	SP01/19	570251.5	570251.5
20	SP01/20	570252.0	570252.0
21	SP01/21	570252.5	570252.5
22	SP01/22	570253.0	570253.0
23	SP01/23	570253.5	570253.5
24	SP01/24	570254.0	570254.0
25	SP01/25	570254.5	570254.5
26	SP01/26	570255.0	570255.0
27	SP01/27	570255.5	570255.5
28	SP01/28	570256.0	570256.0
29	SP01/29	570256.5	570256.5
30	SP01/30	570257.0	570257.0
31	SP01/31	570257.5	570257.5
32	SP01/32	570258.0	570258.0
33	SP01/33	570258.5	570258.5
34	SP01/34	570259.0	570259.0
35	SP01/35	570259.5	570259.5

SETTING OUT POINT	SETTING	MARKING	COMMENTS
36	SP01/36	SP01/36	SP01/36
37	SP01/37	SP01/37	SP01/37
38	SP01/38	SP01/38	SP01/38
39	SP01/39	SP01/39	SP01/39
40	SP01/40	SP01/40	SP01/40
41	SP01/41	SP01/41	SP01/41
42	SP01/42	SP01/42	SP01/42
43	SP01/43	SP01/43	SP01/43
44	SP01/44	SP01/44	SP01/44
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46	SP01/46	SP01/46	SP01/46
47	SP01/47	SP01/47	SP01/47
48	SP01/48	SP01/48	SP01/48
49	SP01/49	SP01/49	SP01/49
50	SP01/50	SP01/50	SP01/50
51	SP01/51	SP01/51	SP01/51
52	SP01/52	SP01/52	SP01/52
53	SP01/53	SP01/53	SP01/53
54	SP01/54	SP01/54	SP01/54
55	SP01/55	SP01/55	SP01/55



ENLARGED ISLAND DETAIL SHOWING SETTING OUT. SCALE 1 : 100.

GENERAL NOTES.

THIS DRAWING IS TO BE USED IN CONNECTION WITH ALL RELEVANT CONTRACTS AND SPECIFICATIONS AND CONDITIONS OF CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. ALL WORKSHOPS TO BE SITED ON THE SITE FROM THE COMMENCEMENT OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. ALL WORKSHOPS TO BE SITED ON THE SITE FROM THE COMMENCEMENT OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. ALL WORKSHOPS TO BE SITED ON THE SITE FROM THE COMMENCEMENT OF WORK.

DATE	17/09/14
BY	[Signature]
FOR	PRELIMINARY

Rothwell & Partners Ltd
 171A Mill Lane, St Leonards, Jersey
 Tel: 00354 784899
 Fax: 00354 784909
 Email: info@rothwell.com
 Website: www.rothwell.com

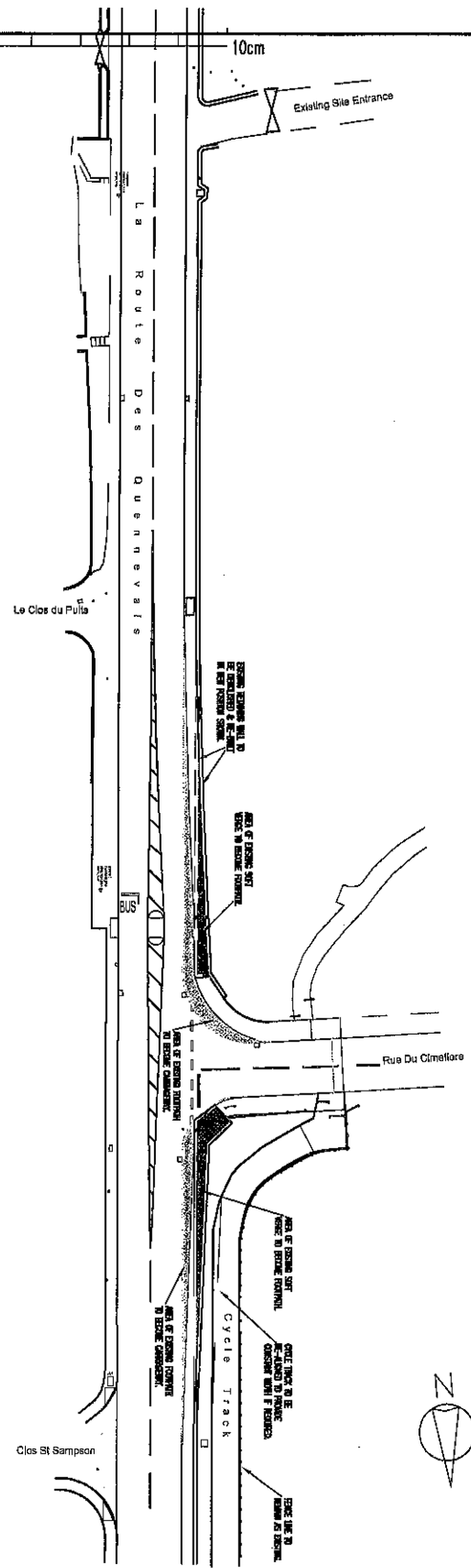
Project No: 12287
 Drawing No: 11

A3

EXISTING EXEMPTED ZONES
OF SPECIAL INTEREST

EXISTING EXEMPTED ZONES
OF SPECIAL INTEREST

SITE PLAN SHOWING PROPOSED LAND ALTERATIONS
SCALE 1:250



10cm - SCALE WITH CAUTION AS DISTORTION CAN OCCUR

No.	Date	By	Description

Drawing Status
PRELIMINARY

Job Title
**PEDESTRIAN REFUGE WORKS,
BELLE VUE PHASE 1,
LA ROUTE DES QUENNEVAIS,
ST. BRELADE, JERSEY.**

Drawing Title
DETAILS OF LAND REVISIONS.

Rothwell & Partners Ltd
17 La Motte Street, St Helier,
Jersey, JE2 4SY
Tel: (01534) 734585
Fax: (01534) 768609

Scale 1:250 A3
Date 17/09/13

Job No. 12287
Drawing No. 15

Signed on behalf of the Planning Minister:

[Redacted signature]

Name and Position: *PETER LE GREY (DIRECTOR)*

in the presence of

[Redacted signature]

Name and Position:

this *11th* day of *September* 2014

Signed ^{by} ~~on behalf of~~ the TTS Minister:

[Redacted signature]

Name and Position: *MINISTER TTS*

in the presence of

[Redacted signature]

Name and Position: *ROBERT CABOT SENIOR ENGINEER*

this *15th* day of *August* 2014

Signed on behalf of the Owner

[Redacted Signature]

Name and Position: *John C. Hamon, Finance Director*

in the presence

[Redacted Signature]

Name and Position: *Carl Mandy, Commercial Director*

this *11th* day of *August* 2014