

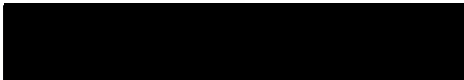
In the Royal Court of Jersey

Samedi Division

In the year two thousand and thirteen, the twenty-second day of August.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Minister for Planning and Environment, Plemont Estates Limited and Bank of Scotland PLC in relation to the development of the former Pontins Holiday Village, La Route de Plemont, St Ouen, be registered in the Public Registry of this Island.


Greffier Substitute

LOD✓

Reg. Pub.

L1317-110--



THIS AGREEMENT is made the 21st day of AUGUST 2013

BETWEEN:

- (1) **THE MINISTER FOR PLANNING AND ENVIRONMENT** of South Hill, St Helier, Jersey, JE2 4US (the "**Planning Minister**" which expression includes any person or body to whom the functions of the Planning Minister and his successors may be transferred hereafter and any person to whom such functions are from time to time lawfully delegated);
- (2) **PLEMONT ESTATES LIMITED** (Co Regn No 91141) whose registered office is situate at 95/97 Halkett Place, St Helier, JE1 1BX ("**the Owner**");
- (3) **BANK OF SCOTLAND PLC** (Registered in Scotland No. SC327000) whose registered office in Scotland is The Mound, Edinburgh EH1 1YZ but whose address in Jersey for the purposes of the service of any notices in respect of this agreement shall be Halifax House, 31-33 New Street, St Helier, JE4 8YW ("**the Hypothecator**").

RECITALS:

- (A) This Agreement is made pursuant to Article 25 of the Law.
- (B) The Planning Minister is the Minister of the States charged with the administration of the Law by whom the covenants, restrictions, limitations and obligations in this Agreement are enforceable in accordance with the provisions of the Law.
- (C) The Application has been submitted to the Planning Minister by the Owner.
- (D) Having regard to Article 12(1)(b) of the Law the Planning Minister was satisfied that if the proposed development were to be carried out that the development would be more than an insubstantial departure from the Island Plan 2011.
- (E) A public inquiry pursuant to Article 12 of the Law was commenced on 25th September, 2012 and closed on 26th September, 2012.
- (F) Having regard to the purposes of the Law, the Island Plan 2011, the Inspector's Report and all other material considerations, the Planning Minister by Ministerial Decision reference MD-PE-2012-0120 resolved to approve the Application subject to the completion of this Agreement without which planning permission for the Development pursuant to the Application would not be granted by the Planning Minister.
- (G) The Owner acknowledges that this Agreement is legally binding on its interest in the Site and that the restrictions, limitations, covenants and obligations contained in it will bind and run with the Site.
- (H) The Hypothecator has a secured charge over the Site by virtue of a judicial hypothec (*hypothèque judiciaire*) dated 13th May, 2011.

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- (I) The parties have agreed to enter into this Agreement in order to secure the restrictions, limitations, covenants and planning obligations contained in it.
- (J) The Owner intends to procure the carrying out of the Development in accordance with, amongst other things, the Planning Permit and the terms of this Agreement.
- (K) The restrictions, limitations, covenants and obligations in this Agreement are planning obligations within the meaning of Article 25 of the Law and are enforceable by the Planning Minister against the Owner and its successors in title and assigns and persons deriving title under it to each and every part of its interest.

NOW THIS AGREEMENT WITNESSES as follows:

1. **DEFINITIONS**

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

Agreement means this agreement including the recitals and Schedules;

Application means the application for planning permission to *“Demolish all existing buildings and remove hard-standings. Return 67% of total site area (16.19 vergées) to public accessible natural landscape. Replace existing Manager’s bungalow/Staff cottage with 2 No. four bed houses and construct 26 No. houses comprising of 10 No. three bed houses, 11 No. four bed houses and 5 No. five bed houses all in three groups plus landscaping, footpaths and reed-bed rainwater recycling pond. Create passing place on C105 at Western edge of Field 48.”* and allocated reference number P/2011/1673 by the Planning Minister;

Appropriate Body means a body that shall be nominated by the Owner and approved by the Planning Minister as fit proper and appropriate for the purposes of meeting the underlying planning objectives in this Agreement in respect of the Natural Landscape Area and/or the Nature Conservation Area as the context so requires;

Commencement means the date on which any use or operation forming part of the Development or any subsequent planning permission for 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 and the words “Commence” and “Commenced” shall be construed accordingly;

Completion means the completion of the Development, any Dwelling Unit or any part thereof, as such completion is evidenced by the issue of a certificate of completion in respect of the Development, any Dwelling Unit or any part thereof by the Planning

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Minister, acting timeously, pursuant to Article 28 of the Law (and "**Completed**" shall be construed accordingly);

Demarcation Feature means a wall, fence, hedge, banque, boundary stone or any other physical feature defining a boundary of a Dwelling Unit (or of any part of it);

Development means the development of the Site pursuant to and in accordance with the Planning Permit;

Dwelling Unit means a residential unit (including the curtilage of the unit) forming part of the Development to be constructed pursuant to the Planning Permit;

Interest means interest at two and a half per cent (2.5%) above the base lending rate of HSBC Bank Plc from time to time (or if not available such comparable rate of interest as the Planning Minister shall determine);

Law means the Planning and Building (Jersey) Law 2002;

Natural Environment Team means the Natural Environment Team of the Planning Minister's Department and includes any successors to which any of its obligations are transferred;

Natural Landscape Annual Maintenance Payment means an annual contribution to the execution of the Natural Landscape Area Programme pursuant to clause 7 of the Schedule 2 of this Agreement

Natural Landscape Area means the land space or facility (including landscaping and planting) to the South of the Site shown for identification purposes with narrow black hatching on Plan 1 ;

Natural Landscape Area Preliminary Works means works to be carried out to demolish and clear, prepare, landscape and create the Natural Landscape Area in accordance with the Natural Landscape Area Programme;

Natural Landscape Area Programme means a specification and programme (including a monitoring schedule and provision for the maintenance regime to adapt according to the findings of the monitoring schedule) for:

- beneficially preserving, enhancing or maintaining the conservation value of the natural beauty and amenity of the flora fauna and geological or physiographical features of the Natural Landscape Area
- the Natural Landscape Area Preliminary Works
- the maintenance and monitoring of the Natural Landscape Area
- ensuring that the Natural Landscape Area is available for public access

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such programme to be agreed in writing between the Owner and the Planning Minister;

Nature Conservation Annual Maintenance Payment means an annual contribution to the execution of the Nature Conservation Area Programme pursuant to clause 4 of Schedule 2 of this Agreement

Nature Conservation Area means the land space or facility (including landscaping and planting) to the North of the Site shown for identification purposes with cross hatching on Plan 1;

Nature Conservation Area Preliminary Works means works to be carried out to prepare, landscape and create the Nature Conservation Area in accordance with the specification set out in the Nature Conservation Area Programme;

Nature Conservation Area Programme means a specification and programme and scheme (including a monitoring schedule and provision for the maintenance regime to adapt according to the findings of the monitoring schedule) for:

- beneficially preserving, enhancing or maintaining the conservation value of the natural beauty and amenity of the flora fauna and geological or physiographical features of the Nature Conservation Area
- the Nature Conservation Area Preliminary Works
- the maintenance and monitoring of the Nature Conservation Area
- ensuring that the Nature Conservation Area is available for public access

such programme to be agreed in writing between the Owner and the Planning Minister;

Occupation Occupy and **Occupied** means occupation of any Dwelling Unit or the Development for the purposes provided for by the Planning Permit or permitting any occupation for the purposes provided for by the Planning Permit but not including the Natural Landscape Area Preliminary Works and the Nature Conservation Area Preliminary Works occupation by personnel engaged in demolition, site clearance, construction, fitting out or decoration or occupation for marketing or display or security operations;

Planning Permit means the planning permission subject to conditions to be granted by the Planning Minister pursuant to the Application and any subsequent variations, modifications or amendments thereto or substitutions therefor;

Puffin Contribution means a financial contribution of six thousand pounds (£6,000) to be paid by the Owner to the Treasurer of the States and expended by the Planning Minister in accordance with this Agreement towards a research and monitoring programme for the conservation of Puffins and seabirds;

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Registered Architect means an Architect that is registered under the Architects Registration (Jersey) Law 1954;

Registered Landscape Architect means a Chartered Member of the Landscape Institute.

Site means the land against which this Agreement may be enforced as shown for the purposes of identification only edged with a thick black line on the plan annexed hereto at Schedule 3 or any part thereof;

States means the Assembly of the States of Jersey;

Transfer Trigger Date means the day after the date upon which the 14th Dwelling Unit is Occupied as part of the Development;

Treasurer of the States means the person appointed as such for the time being in accordance with Part 5 of the Public Finances (Jersey) Law 2005;

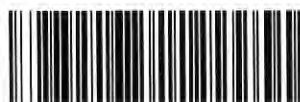
WWII Bunker means the German Coastal Occupation Post (M3)

Working Days means any day, other than a Saturday or Sunday, on which banks in Jersey are open for business

2. CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement reference is made to any Clause, Schedule, Appendix, recital or paragraph such reference (unless the context otherwise requires) is a reference to a clause, schedule or recital in this Agreement or a paragraph of or appendix to a Schedule.
- 2.2 Words importing the singular meaning include where the context so admits 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 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, its assigns and to any party deriving title through or under that party and, in the case of the Planning Minister the successor to his statutory functions.

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- 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 Owner 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 To the extent that any of the obligations are not planning obligations pursuant to Article 25 of the Law, they are entered into by the Planning Minister pursuant to the powers contained in Article 26 of the States of Jersey Law 2005 and all other enabling powers.
- 3.4 This Agreement and the restrictions, covenants, limitations and obligations contained in it shall bind the Owner and any successors in title and any party deriving title through or under its interest in the Site or any part or parts thereof.
- 3.5 Nothing in this Agreement shall be construed to mean that the transfer of the Nature Conservation Area and/or Natural Landscape Area to an Appropriate Body in accordance with clause 3 of and/or 5 of Schedule 2 of this Agreement shall release the Owner from any of the restrictions, covenants, limitations and obligations contained in this Agreement unless the Owner is expressly released by the terms of this Agreement from any restrictions, covenants, limitations and obligations or any restrictions, covenants, limitations and obligations are expressly assigned on transfer of the Nature Conservation Area and/or Natural Landscape Area as applicable with the approval of the Planning Minister.

4. CONDITION PRECEDENT

- 4.1 This Agreement shall come into effect immediately forthwith it being recorded as registered in the Royal Court as evidenced by an Act of the said Court.

5. THE PLANNING MINISTER'S COVENANTS

- 5.1 The Planning Minister hereby covenants with the Owner not to use any sums received by the Treasurer of the States from the Owner under the terms of this Agreement other than for the purposes specified in this Agreement for which they are to be paid or having regard to the original purpose for which it was provided for such other related planning purpose arising from the Development as the Planning Minister shall in his discretion consider to be reasonably appropriate in the circumstances.
- 5.2 The Planning Minister hereby covenants with the Owner to procure or arrange that the Treasurer of the States will pay to the Owner together with interest such amount of any payment or contribution made by the Owner to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement by whichever is the later of: (i) the date falling ten (10) years following



Completion of the Development; or (ii) the date falling fifteen (15) years following the date of receipt by the Treasurer of the States of such payment or contribution.

6. THE OWNER'S COVENANTS

The Planning Minister and the Owner covenant and agree with each other as set out in the Schedule 2 to the intent that this Agreement shall be enforceable without limit of time by and against the Owner and any person claiming or deriving title through or under the Owner to the Site or any part or parts thereof.

7. DURATION OF AGREEMENT

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 Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development

8. MISCELLANEOUS

8.1 Each party shall pay its own costs (including any legal or other professional fees) incurred in the negotiation, preparation and completion of this Agreement and all documents, plans and programmes referred to herein.

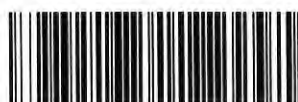
8.2 Where the Planning Minister's agreement, approval, consent or expression of satisfaction is required by the terms of this Agreement, such agreement, approval, consent or expression of satisfaction may be given by or on behalf of the Planning Minister by persons duly authorised by him in that regard and any notice or communication to the Planning Minister pursuant to the provisions of this Agreement shall be addressed to the Planning Minister at Planning and Building Services, South Hill, St Helier, Jersey, JE2 4US or as otherwise notified for the purpose by or on behalf of the Planning Minister in writing.

8.3 Where the Planning Minister's agreement, approval, consent or expression of satisfaction is required by the terms of this Agreement, such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed but may be made the subject of such conditions as are reasonable in the circumstances.

8.4 Any notices on the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to the address given in this Agreement or such other address in the Island of Jersey as otherwise notified to the Planning Minister by the Owner for the purpose by notice in writing.

8.5 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.

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- 8.6 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 Planning Minister and without prejudice to the generality of the foregoing it is agreed that any benefit or power conferred on the Planning Minister by any of the obligations or covenants of the Owner in favour of the Planning Minister under this Agreement are in addition to any of the Planning Minister's statutory powers under the Law.
- 8.7 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from the Public (whether in its public or private capacity) or the Parish of St Ouen (whether in its public or private capacity) or any third party with respect to the Development or the use of the Site any consents, permits, authorisations, rights, interests in land or (without prejudice to the provisions of Clause 14) servitudes.
- 8.8 Nothing in this Agreement shall be construed or interpreted in such a way or inference be drawn so as to place or create a duty of care upon the Planning Minister as a result of the Planning Minister agreeing to accept the covenants, agreements and undertakings on the part of the Owner as contained herein.
- 8.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference be drawn so as to place or create a duty on or oblige the Public to accept or take a transfer of land.
- 8.10 Without prejudice to his obligations in law the Planning Minister shall have no liability under this Agreement to the Owner for any costs or delays occasioned by the terms of or failure to obtain or receive timely consents, permissions, orders and approvals of the Planning Minister.
- 8.11 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.
- 8.12 All communications and notices served or made under this Agreement shall be in writing.

9. **HYPOTHECATORS CONSENT**

The Hypothecator acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the Hypothecator over 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 a person deriving title from the Owner.

10. **WAIVER**

No waiver (whether express or implied) by the Planning 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 from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

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. INDEMNITY

The Owner hereby undertakes and agrees with the Planning Minister that it will indemnify and hold the Planning Minister fully indemnified from and against all claims, charges, costs (including without prejudice to the generality of the foregoing any time costs reasonably and properly incurred by the Planning Minister (or any of the Planning Minister's agents, employees, officers or other persons acting on the Planning Minister's behalf) where such time costs shall be charged at reasonable professional rates or their equivalent), losses and expenses and all actions, proceedings, demands, damages, liabilities, penalties, fines and fees whatsoever arising in connection with or incidental to or in consequence of a breach of the Owner's obligations contained in this Agreement and to make payment to the Planning Minister (as the case may be) for such claims, charges, reasonable and proper costs, losses and expenses and all actions, proceedings, demands, damages, liabilities, penalties, fines and fees within fifteen (15) Working Days of receipt of a request to do so made in writing by the Planning Minister (as the case may be) and, for the avoidance of doubt, the parties acknowledge that the Planning Minister shall be entitled to claim any such amount whether or not reclaimable under any other form of guarantee.

13. PUBLIC REGISTRY OF CONTRACTS

13.1 The Planning 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.

13.2 The Planning Minister agrees, if so requested by the Owner, upon the full discharge by the Owner of an obligation under this Agreement to formally acknowledge such discharge and to register in the Public Registry of Contracts evidence of such full discharge the whole.

14. 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 (7) 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 Chartered Institute of Arbitrators upon the application of any party to the dispute.

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15. **JURISDICTION**

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

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This is Plan 1 referred to in the ongoing Agreement

THIS DRAWING AND ALL DESIGN AND DETAILS ARE THE COPYRIGHT OF CHANNEL ARCHITECTS LTD

This drawing must be read in conjunction with all other drawings, details and specifications issued by the Architect, Structural Engineer and other Consultants or approved specialists. Discrepancies between drawings shall be resolved by reference to the latest drawing. The Contractor's responsibility is to ensure all work is carried out in accordance with all statutory requirements and to the approval of the relevant authorities. The Contractor shall be responsible for obtaining all necessary permissions and approvals from the relevant authorities. The Contractor shall be responsible for ensuring that the work is carried out in accordance with the approved methods before delivery to site. All road decking or external plywood to be W.B.P. based external grade. Materials to comply with the latest British Standards Specifications or the equivalent. All dimensions must be checked on site. If in any doubt refer to the Architect prior to commencement of the work.

REVISIONS

LEGEND

LAND USE	AREA
1 SITE BOUNDARY - TOTAL AREA (EXCLUDING AREA 4 - EXISTING GRASSLAND)	39,471 m ²
1A AGGREGATED AREA EXISTING BUILDINGS AND HARDSTANDINGS	20,388 m ²
2 PRIVATE LAND CEDED TO PUBLIC ACCESSIBLE NATURE CONSERVATION LAND	16,338 m ²
3 PRIVATE LAND CEDED TO PUBLIC ACCESSIBLE NATURAL LANDSCAPE	10,419 m ²
4 EXISTING GRASSLAND CEDED TO PUBLIC GRASSLAND	2,367 m ²
5 ACCESS LANE	593 m ²
6 PROPOSED PRIVATELY OWNED AREAS 6A - SE CLUSTER 4,521 m ² 6B - NE CLUSTER 3,613 m ² 6C - NW CLUSTER 3,987 m ² TOTAL	12,121 m ²
7 AGGREGATED AREA PROPOSED BUILDINGS AND HARDSTANDINGS	5,720 m ²
9 PRIVATE GARDENS	6,156 m ²

REVISIONS:

25/07/2013

DRAWING UPDATED AT THE REQUEST OF THE STATES OF JERSEY LAW OFFICER IN RELATION TO PLANNING OBLIGATION AGREEMENT TO SHOW THE FULL EXTENT OF RED DEMISE LINE ALSO TO SHOW THE HATCHING ADDED BY STATES OF JERSEY LAW OFFICER.

B D K Architects

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PROJECT / LOCATION

PLEMONT BAY HOLIDAY VILLAGE
PLEMONT 28 HOUSE DEVELOPMENT

DRAWING

2D PLANS
Aggregated Areas

CLIENT

PLEMONT ESTATES LTD.

DRAWN

PAP

CHECKED

PH

DATE

AUGUST 2012

SCALE

1:1000 @ A3

DRAWING NUMBER

1871_08_68

A

A

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PROPOSED BUILDING FOOTPRINTS AND HARDSTANDING AREA

1:1000

SCHEDULE 1 – LAND OWNERSHIP

Details of the Owner's Title, and description of the Site

The Owner warrants that it is the owner of the Site (and therefore has an interest in the Land within the meaning of Article 25(1) of the Law) to which it has right in perpetuity (*à fin d'héritage*) thereto by virtue of:

Five contracts of hereditary purchase as follows:

- (1) Contract dated 16 December 2005 from "S & N (Jersey) No. 2 Limited";
- (2) Contract dated 16 December 2005 from "Plemont Developments Limited";
- (3) Contract dated 4 August 2006 from Elaine Cecile A'Court nee Le Gresley;
- (4) Contract dated 4 August 2006 from Rodney Clifford de Gruchy and Patricia Ann de Gruchy nee Bower, his wife; and
- (5) Contract dated 4 August 2006 from Brian Francis de Gruchy and Dulcie Marguerite de Gruchy nee Maillard, his wife.

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SCHEDULE 2 –OWNER'S COVENANTS

1. COMMENCING DEVELOPMENT

Not to Commence the Development until the expiration of twenty-eight (28) days after the Owner has provided written notice to the Planning Minister of its intention to Commence the Development.

2. NATURE CONSERVATION AREA PROGRAMME

2.1 Within two months of this Agreement being registered in the Royal Court as evidenced by an Act of the said Court to submit the Nature Conservation Area Programme to the Planning Minister for approval.

2.2 Not to Occupy any Dwelling Unit until the Planning Minister has approved the Nature Conservation Area Programme.

2.3 Not to Occupy the first Dwelling Unit until the Nature Conservation Preliminary Works have been completed and written confirmation has been given to the Planning Minister in accordance with clause 10.1 of this Schedule.

2.4 To comply with the Nature Conservation Area Programme unless or until the Nature Conservation Area is transferred to an Appropriate Body or the Public.

2.5 The cost of management of the Nature Conservation Area shall remain the responsibility of the Owner unless or until the Nature Conservation Area is transferred to an Appropriate Body or the Public but this does not affect the liability of the Owner under clause 4 of this Schedule.

2.6 To use the Nature Conservation Area in accordance with the Nature Conservation Area Programme.

2.7 To ensure public access is provided to the Nature Conservation Area by the date falling one day after the second year anniversary of the practical completion of the Nature Conservation Area Preliminary Works in the event that the Nature Conservation Area has not been transferred to an Appropriate Body or to the Public by this date.

3. TRANSFER OF THE NATURE CONSERVATION AREA TO AN APPROPRIATE BODY

3.1 The Planning Minister shall confirm their approval of any body nominated by the Owner as the Approved Body as soon reasonably practicable and no later than 20 Working Days of receipt of the nomination or shall give their reasons as to why such body is not duly approved, failing which the said body nominated by the Owner shall be deemed approved.

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- 3.2 The Owner shall offer to an Appropriate Body the transfer of title to the Nature Conservation Area prior to the Transfer Trigger Date ("**the Offer**" for the purposes of this clause).
- 3.3 If the Offer is accepted by the Appropriate Body the Owner shall ensure that title to the Nature Conservation Area shall be conveyed free of charge (subject to the prior approval of the Planning Minister) to the Appropriate Body prior to the Transfer Trigger Date and the Owner shall pass contract before the Royal Court to this effect and shall pay all and any reasonable and proper costs and fees of and incidental to such conveyance which have been agreed to be paid by the Owner as a condition of the agreement of the terms of such transaction.
- 3.4 If the Appropriate Body declines to accept the Offer because the Appropriate Body does not want to treat with the Owner or is unreasonably delaying treating with the Owner, or is not prepared to treat on the basis of the terms that the Owner is proposing then the Planning Minister shall review the terms of the Offer.
- 3.5 If the Planning Minister (acting reasonably and without delay) considers that the terms of the Offer are unreasonable then the Owner shall enter into bona fide negotiations with the Appropriate Body to agree alternative terms for a period of 30 days following the Planning Minister's determination pursuant to this clause ("**the Further Negotiation Period**" for the purposes of this clause).
- 3.6 If the Planning Minister considers the terms unreasonable after the Further Negotiation Period, this shall be considered a dispute and resolved in accordance with clause 14 of the Agreement.
- 3.7 If the Planning Minister considers that the terms of the Offer are reasonable ("**the Minister's Decision**" for the purposes of this clause), and having so communicated that view to the Appropriate Body the Appropriate Body is still not prepared to treat with the Owner on such terms and take a transfer of the Nature Conservation Area within a period 30 days from the Minister's Decision, the Owner shall offer the Natural Landscape Area to an alternative Appropriate Body within 3 months of the Minister's Decision and clauses 3.1-3.5 apply.
- 3.8 If by the Transfer Trigger Date the Nature Conservation Area has not been transferred to an Appropriate Body or the Public then the Owner will forthwith notify in writing the Planning Minister of the failure to make the transfer and the reasons why.
- 3.9 No more than 14 Dwelling Units shall be Occupied unless and until such time as the Nature Conservation Area has been transferred to an Appropriate Body or the Public.
- 3.10 If no Appropriate Body accepts the Offer due to circumstances beyond the control of the Owner or the Appropriate Body or for any other bona fide or justifiable reason within 3 months of the date of the first Offer issued in terms of Clause 3.1 then the Offer will be made to the Public.



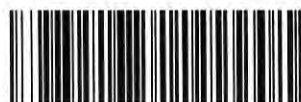
- 3.11 If the Public decline the Offer, the Planning Minister, acting reasonably and without delay, will provide written communication that the Owner shall forthwith be released from its obligations in clauses 3.9 and 4.1, 4.2 and 4.3.

4. NATURE CONSERVATION ANNUAL MAINTENANCE PAYMENT

- 4.1 The Owner shall pay the Nature Conservation Annual Maintenance Payment to the Appropriate Body or the Treasurer of the States as the case may be following the transfer of the Nature Conservation Area to the Appropriate Body or the Public as the case may be in accordance with clause 3 of this Schedule;
- 4.2 The Nature Conservation Annual Maintenance Payment will be the sum of two thousand five hundred pounds (£2,500) paid annually for a period of twenty-five (25) years; and
- 4.3 The first Nature Conservation Annual Maintenance Payment will be paid on the day after the date upon which the Nature Conservation Area is transferred to the Appropriate Body or the Public as the case may be and will be paid annually on the anniversary of that date.

5. NATURAL LANDSCAPE AREA PROGRAMME

- 5.1 Within two months of this Agreement being registered in the Royal Court as evidenced by an Act of the said Court to submit the Natural Landscape Area Programme to the Planning Minister for approval.
- 5.2 Not to Occupy any Dwelling Unit until the Planning Minister has approved the Natural Landscape Area Programme.
- 5.3 Not to Occupy the first Dwelling Unit until the Natural Landscape Preliminary Works have been practically completed and the written confirmation has been given to the Planning Minister in accordance with clause 10.1 of this Schedule.
- 5.4 To comply with the provisions in the Natural Landscape Area Programme unless or until the Natural Landscape Area is transferred to an Appropriate Body or the Public.
- 5.5 The cost of management of the Natural Landscape Area shall remain the responsibility of the Owner unless or until the Natural Landscape Area is transferred to an Appropriate Body or the Public but this does not affect the liability of the Owner under clause 7 of this Schedule.
- 5.6 To use the Natural Landscape Area in accordance with the Natural Landscape Area Programme.
- 5.7 To ensure public access is provided to the Natural Landscape Area by the date falling one day after the second year anniversary of the practical completion of the Natural Landscape Area Preliminary Works in the event that the Natural Landscape Area has not been transferred to an Appropriate Body or to the Public by this date.



6. **TRANSFER OF THE NATURAL LANDSCAPE AREA TO AN APPROPRIATE BODY**

- 6.1 The Planning Minister shall confirm their approval of any body nominated by the Owner as the Approved Body as soon reasonably practicable and no later than 20 Working Days of receipt of the nomination or shall give their reasons as to why such body is not duly approved, failing which the said body nominated by the Owner shall be deemed approved.
- 6.2 The Owner shall offer to an Appropriate Body the transfer of title to the Natural Landscape Area prior to the Transfer Trigger Date ("**the Offer**" for the purposes of this clause).
- 6.3 If the Offer is accepted by the Appropriate Body the Owner shall ensure that title to the Natural Landscape Area shall be conveyed free of charge (subject to the prior approval of the Planning Minister) to the Appropriate Body prior to the Transfer Trigger Date and the Owner shall pass contract before the Royal Court to this effect and shall pay all and any reasonable and proper costs and fees of and incidental to such conveyance which have been agreed to be paid by the Owner as a condition of the agreement of the terms of such transaction.
- 6.4 If the Appropriate Body declines to accept the Offer because the Appropriate Body does not want to treat with the Owner or is unreasonably delaying treating with the Owner, or is not prepared to treat on the basis of the terms that the Owner is proposing then the Planning Minister shall review the terms of the Offer.
- 6.5 If the Planning Minister (acting reasonably and without delay) considers that the terms of the Offer are unreasonable then the Owner shall enter into bona fide negotiations with the Appropriate Body to agree alternative terms for a period of 30 days following the Planning Minister's determination pursuant to this clause ("**the Further Negotiation Period**" for the purposes of this clause).
- 6.6 If the Planning Minister considers the terms unreasonable after the Further Negotiation Period, this shall be considered a dispute and resolved in accordance with clause 14 of the Agreement.
- 6.7 If the Planning Minister considers that the terms of the Offer are reasonable ("**the Minister's Decision**" for the purposes of this clause), and having so communicated that view to the Appropriate Body the Appropriate Body is still not prepared to treat with the Owner on such terms and take a transfer of the Natural Landscape Area within a period 30 days from the Minister's Decision, the Owner shall offer the Natural Landscape Plan Area to an alternative Appropriate Body within 3 months of the Minister's Decision and clauses 6.1-6.5 apply.
- 6.8 If by the Transfer Trigger Date the Natural Landscape Area has not been transferred to an Appropriate Body or the Public then the Owner will forthwith notify in writing the Planning Minister of the failure to make the transfer and the reasons why.



- 6.9 No more than 14 Dwelling Units shall be Occupied unless and until such time as the Natural Landscape Area has been transferred to an Appropriate Body or the Public.
- 6.10 If no Appropriate Body accepts the Offer due to circumstances beyond the control of the Owner or the Appropriate Body or for any other bona fide or justifiable reason within 3 months of the date of the first Offer issued in terms of Clause 6.1 then the Offer will be made to the Public.
- 6.11 If the Public decline the Offer, the Planning Minister, acting reasonably and without delay, will provide written communication that the Owner shall forthwith be released from its obligations in clauses 6.9 and 7.1, 7.2 and 7.3.

7. NATURAL LANDSCAPE ANNUAL MAINTENANCE PAYMENT

- 7.1 The Owner shall pay the Natural Landscape Annual Maintenance Payment to the Appropriate Body or the Treasurer of the States as the case may be following the transfer of the Natural Landscape Area to the Appropriate Body or the Public as the case may be in accordance with clause 6 of this Schedule;
- 7.2 The Natural Landscape Annual Maintenance Payment will be the sum of two thousand five hundred pounds (£2,500) paid annually for a period of twenty-five (25) years; and
- 7.3 The first Natural Landscape Annual Maintenance Payment will be paid on the day after the date upon which the Natural Landscape Area is transferred to the Appropriate Body or the Public as the case may be and will be paid annually on the anniversary of that date.

8. OCCUPATION BUNKER

- 8.1 Not to Commence the Development until an assessment and specification has been made of the WWII Bunker by the Owner to determine the works that will be necessary to refurbish the WWII Bunker as a publicly accessible bird hide.
- 8.2 The assessment and specification referred to in Clause 8.1 shall be submitted for the approval of the Planning Minister.
- 8.3 The works identified in 8.1 above shall be carried out in accordance with the approved specification by the Owner at the Owner's own cost prior to the Occupation of the first Dwelling Unit.

9. ARCHITECT

- 9.1 Prior to the occupation of each Dwelling Unit, a Registered Architect must give written confirmation to the Planning Minister that he or she is satisfied that the relevant Dwelling Unit has been completed in accordance with the approved plans and that the quality of materials and workmanship is of a high standard.

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10. **LANDSCAPE ARCHITECT**

- 10.1 Prior to the occupation of the first Dwelling Unit, a Registered Landscape Architect must give written confirmation to the Planning Minister that he or she is satisfied that the Nature Conservation Preliminary Works and the Natural Landscape Preliminary Works have been completed in accordance with the approved plans and that the quality of materials, planting and workmanship is of a high standard.

11. **PUFFINS**

- 11.1 The Owner shall pay the Puffin Contribution to the Treasurer of the States prior to the Occupation of the first Dwelling Unit.
- 11.2 Not to Occupy the first Dwelling Unit until such time as the Owner has paid to the Treasurer of the States the Puffin Contribution.

12. **MONITORING**

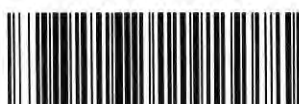
- 12.1 To provide the Planning Minister with such information as the Planning Minister reasonably requires as to the progress of the Development, such information to be provided within a reasonable period of time and in a form suitable for use in the context of the Planning Minister's request for information.

13. **DOMESTIC CURTILAGE**

- 13.1 For the avoidance of any doubt, other than a Dwelling Unit (which for the purposes of this Clause includes the access roads, pathways, common areas, garages and car parking areas for the Dwelling Units), no part of the Nature Conservation Area or the Natural Landscape Area shall be used for any domestic or residential purpose (whether of a primary or an ancillary or incidental nature).
- 13.2 No Demarcation Feature of a Dwelling Unit forming a boundary towards the Natural Landscape Area or the Nature Conservation Area shall be moved, removed or replaced without the prior consent of the Planning Minister other than temporarily or in an emergency.

14. **TRANSFER OF NATURE CONSERVATION AREA AND NATURAL LANDSCAPE AREA**

- 14.1 In any transfer of the Nature Conservation Area and/or the Natural Landscape Area, the contract of transfer of the same may provide for the Owner and any successors in title of the Owner from time to time to have such rights as shall be reasonable and necessary for the provision of all access, services and maintenance for the benefit of the Development and the Site including rights to install, use, connect into, repair and maintain drains, cables and other services through the Nature Conservation Area and the Natural Landscape Area and rights of access for maintenance and all necessary purposes. The insertion of the foregoing provisions may also be incorporated in the

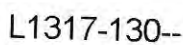


terms of any Offer and shall not be deemed to be unreasonable for the purposes of paragraphs 3.5, 3.6, 6.5 and 6.6.

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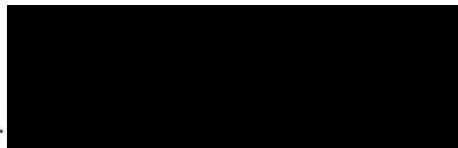
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^{for}
**SIGNED by The Minister for
for Planning and Environment**

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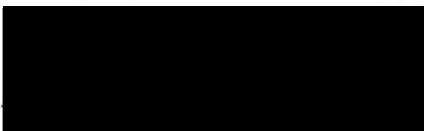
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*DIRECTOR, DEVELOPMENT
CONTROL*

in the presence of:

Signature of Witness



Name

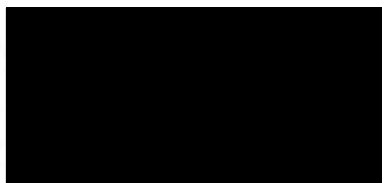
JOHN NICHOLSON

**SIGNED by
for and on behalf of
Plemont Estates Limited**

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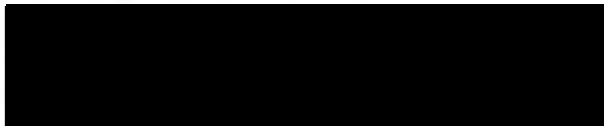
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in the presence of:

Signature of Witness



Name

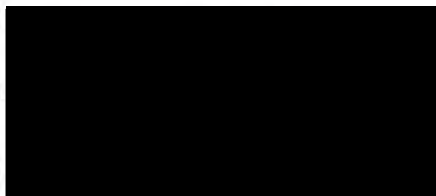
IZABELA ANNA HARDY

**SIGNED by
for and on behalf of
Bank of Scotland Plc**

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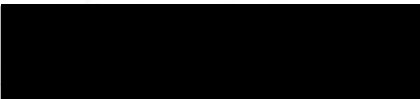
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in the presence of:

Signature of Witness



Name

ANGELA DONALDSON

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