

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

Law 2002

This Planning Obligation Agreement relates to the development of Tevielka, La Rue de la Haye du Puits, Grouville

Dated :

6th JANUARY

2015

The Minister for Planning and Environment (1)
Tevielka 2014 Limited (2)
Parish of Grouville (3)
Investec Bank (Channel Islands) Limited (4)
Francis Brady (5)

DATE

6th JANUARY

2014~~5~~

PARTIES

- (1) The Minister for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Minister")
- (2) Tevielka 2014 Limited Co Regn No 116077 whose registered office is situate at 8th Floor Union House Union Street St Helier Jersey JE2 3RF ("the Owner")
- (3) Parish of Grouville Grouville Parish Hall La Rue a Don Grouville Jersey JE3 9GA ("the Parish")
- (4) Investec Bank (Channel Islands) Limited of P.O. Box 188 Gategny Court, Gategny Esplanade, St Peter Port, Guernsey ("the First Hypothecator")
- (5) Francis Brady of Rhinefield Lodge, La Rue de Ville Emphrie, St Lawrence, JE3 1EF ("the Second Hypothecator")

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 Owner warrants that it is the owner in perpetuity (à fin d'héritage) of the Property by virtue of a hereditary contract of purchase from The Public of the Island dated 25 July 2014
- 3 The Parish is the Parish in Jersey within which the Property is situate and has agreed to take by contract of gift cession and transfer a certain strip of land once footpath works as herein specified are completed.
- 4 The Owner submitted an application to the Minister for planning permission for the Development and having regard to the purposes of the Law, the Island Plan 2011 and all other material considerations, the Minister is minded to grant planning permission for the Development subject to the completion of this Agreement that provision should be made for regulating or facilitating the development or use of the Property in the manner hereinafter appearing and without such the Minister would not be so minded
- 5 The First Hypothecator has an interest in the Property by virtue of a judicial hypothec (hypothèque judiciaire) dated 25th July 2014.
- 6 The Second Hypothecator has an interest in the Property by virtue of a judicial hypothec (hypothèque judiciaire) dated 25th July 2014 which interest is subordinated to that of the First Hypothecator.
- 7 The parties acknowledge that this Agreement is legally binding
- 8 This Agreement shall be construed so as to give effect to the purpose and intention of the Law

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 by the Owner for the Development and allocated reference number P/2014/1578
"Commencement"		the date on which any use or operation forming part of the Development permitted by the Planning Consent or any subsequent planning permission for the Development begins to be carried out including for the avoidance of doubt operations consisting of site clearance, tree removal, archaeological investigations, investigations for the propose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, and temporary erection of site notices or advertisements and "Commence" and "Commenced" shall be construed accordingly
"Cycleway Contribution"		the sum of five thousand pounds (£5,000) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for the purposes of the Eastern Cycle Network or for such other planning purposes arising from the Development as the Minister shall consider being reasonably appropriate in the circumstances
"Development"		the development of the Property to construct 2 No. four bedroom dwellings and 3 No. three bedroom dwellings and associated parking as set out in the Application
"Dwelling Unit"		a residential unit forming part of the Development to be constructed pursuant to the Planning Consent

"Eastern Cycle Way Route"		means the cycle route established or to be established by the TTS Minister to serve cyclists coming to and going from the east of the Island
"Fence Works"		means the removal by the Owner of the wooden fencing currently established upon Field 263 to the East or thereabouts of the majority of the BP06 to BP08 East Boundary Line as shown on the plan at the Fifth Schedule hereto and reconstruction of the Fence (including replacement panels if necessary) on the BP06 to BP08 East Boundary Line (with the centre of the Fence following the alignment of the latter mentioned Boundary Line) together with installation of a small section of fencing with its Southern face on the remainder of the BP05 to BP06 South Boundary Line
"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.
"Law"		the Planning and Building (Jersey) Law 2002.
"Occupation, Occupy and Occupied"		occupation for the purposes permitted by the Planning Consent 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.
"Planning Consent"		the planning permission for the Development a copy of which in draft is attached at the Second Schedule.
"Pedestrian Footway Works"		all works necessary to create a pedestrian footway with kerb alterations on the land shown for the

		purposes of identification cross hatched black on the Plan.
"Pedestrian Footway Works Specification"		a specification for the carrying out of the Pedestrian Footway Works.
"Plan"		The plan attached at the Fourth Schedule
"Property"		the land owned by the Owner as shown edged with a broken black line on the Plan for the purposes of identification and upon which the Development is to be carried out.
"Public"		the Public of the Island of Jersey.
"Roads Committee"		the Roads Committee of the Parish of Grouville
"Royal Court"		the Royal Court of the Island 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 Minister or the 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 Owner under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Minister against the Owner.

4 CONDITIONALITY

This Agreement is conditional upon:

4.1 the grant of the Planning Consent

4.2 the Commencement of the Development

save for the provisions of Clauses 7.1 and 15 which shall come into effect immediately upon completion of this Agreement

5 OWNER COVENANTS

The Owner covenants and agrees with the Minister as set out in the Second 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 Property or any part or parts thereof.

6 PUBLIC REGISTRY OF CONTRACTS

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

7 MISCELLANEOUS

7.1 The Owner shall pay to the Minister on completion of this Agreement the reasonable legal costs of the Minister incurred in the negotiation, preparation and completion of this Agreement.

7.2 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Minister under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Minister by the Director - Development Control of Planning and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.

7.3 Any notices on the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.

7.4 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

7.5 Without prejudice to the provisions of Clause 4 this Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Consent shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the Commencement of Development;

7.6 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 Property but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

7.7 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Consent) granted (whether or not on appeal) after the date of this Agreement.

7.8 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Minister and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Minister by any of the obligations or covenants by the Owner in favour of the Minister under this Agreement are in addition to any of the Ministers' statutory powers under the Law

7.9 Nothing 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 Grouville (whether in its public or private capacity) or any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes

7.10 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

7.11 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

7.12 All communications and notices served or made under this Agreement shall be in writing.

8 WAIVER

No waiver (whether expressed or implied) by the Minister of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent

the Minister from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

The Owner agrees with the Minister to give the Minister written notice (as soon as reasonably practical following such change) of any change in ownership of any of its interest in the Property 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 Property purchased by reference to a plan

10 INDEXATION

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

11 INTEREST

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

12 DISPUTE RESOLUTION

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

13 GOODS AND SERVICES TAX

- 13.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof;
- 13.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this 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 HYPOTHECATORS' CONSENT

- 14.1 The First Hypothecator acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Property shall be bound by the obligations contained in this Agreement and that the security of the First Hypothecator over the Property 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 Property in which case it too will be bound by the obligations as if a person deriving title from the Owner.

14.2 The Second Hypothecator acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Property shall be bound by the obligations contained in this Agreement and that the security of the Second Hypothecator over the Property 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 Property in which case it too will be bound by the obligations as if a person deriving title from the Owner.

15. JURISDICTION

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

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Tel: +44 (0) 1534

Fax: +44 (0) 1534 445528

Planning Application Number P/2014/1578

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

Demolish existing dwelling. Construct 2 No. four bedroom dwellings and 3 No. three bedroom dwellings. Alter vehicular access. (MODEL AVAILABLE).

To be carried out at:

Tevielka, La Rue de la Haye du Puits, Grouville, JE3 9DL.

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.

The proposed development is considered to be acceptable having considered all of the material considerations raised. In particular, the development has been assessed against Policies GD1, GD3, GD7 and H6 of the 2011 Island Plan in which the principles of residential development are acceptable in the Built-Up Area subject to criteria such as the suitability of the site to accommodate development without adversely impacting on amenities of both local residents and the area in general and

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with suitable access, parking and drainage arrangements available. In this case, the erection of residential development is regarded as acceptable because the design, siting and appearance of the dwellings are acceptable: they can be accommodated on the site without adversely impacting on the amenities of adjoining neighbours;.

Overall the development makes best use of previously developed land in accordance with the principles of sustainability and the development can provide suitable drainage and parking arrangements.

In addition, the representations raised to the development on the grounds of the unacceptable impact of proposed House Nos 03, 04 and 05 on the neighbours by virtue of an unreasonable loss of privacy to the neighbours to the north west have been assessed. Furthermore the impact of House No. 05 on the neighbouring property to the south west in terms of loss of light and loss of privacy have also been assessed.

However, it is considered that the proposal accords with the terms of Policy GD 1 of the 2011 Island Plan in that it does not have an unreasonable impact on the amenities of local residents given the distances between the boundaries of Houses 03, 04 and 05 and the properties to the north west.

Given that Villa San Petro is located to the south west of the application site, benefitting from south light it is not considered that there will be an unreasonable loss of light into the property and its surrounding garden, which enjoys a southern aspect.

Villa San Petro's building line is located further north than the new houses 03-05, consequently, part of the garden closest to the house will retain its' privacy. Given this and the acute angle of the new first floor windows, it is not considered the development will result in an unreasonable level of overlooking.

Finally, the scheme achieves the Minister's minimum internal and external standards and minimum parking standards taking into account the scale and location of the surrounding residential development, which are also located within the Built Up Area. Furthermore, the development is subject to conditions requiring further drainage details.

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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. No part of the development hereby approved shall be occupied until the approved drainage works, including the connection to the foul sewer, is completed in accordance with the approved plans.
2. No part of the development hereby approved shall be occupied until the approved drainage works including disposal of surface water and/or Sustainable Urban Drainage Solutions is completed in accordance with the approved plans, and thereafter be retained and maintained as such.
3. No part of the development hereby approved shall be occupied until the means of vehicular and pedestrian access as indicated on the approved plan has been wholly constructed in accordance with the approved plans and shall thereafter be retained and maintained as such.
4. Prior to the development being brought into first use, visibility splays shall be laid out and constructed in accordance with the approved plans. The visibility splays shall then be maintained thereafter and no visual obstruction of any kind over the height of 600mm shall be erected within them.
5. No part of the development hereby approved shall be occupied until the vehicular manoeuvring area and respective car parking spaces have been laid out, surfaced and drained as indicated on the approved plans. The car parking spaces shall thereafter be retained solely for the use of occupants of the development and shall not be sub-let for any other purpose.
6. No part of the development hereby approved shall be occupied until all hard and soft landscape works as indicated on the approved plan have been carried out in full. Following completion, the landscaping areas shall be thereafter maintained as such.

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7. Any tree felling, hedge removal or any clearance works shall only be undertaken between the months of 1st October to 1st March in any calendar year, unless a written statement has been submitted from a qualified and competent person confirming that there are no nesting birds or other protected wildlife in any of the trees or hedgerows to be felled or removed. The written statement shall be submitted to and approved by the Department of the Environment at least 5 working days in advance of any felling or clearance works.

8. If any evidence of bats are found on site, details of mitigation measures shall be submitted to and agreed in writing with the Department of the Environment and shall be implemented within an agreed timescale, (where applicable) and thereafter retained and maintained as such. Any variations that may be required as a result of findings on site are to be agreed in writing by the Department of the Environment prior to works being undertaken.

9. Notwithstanding the provisions of the Planning and Building (General Development) (Jersey) Order 2011, or any amendment to or replacement of that order, no works involving the erection of a building, extension, structure, gate, wall, fence or other means of enclosure, tank, conversion of garages or loft is permitted without the prior written approval of the Department of the Environment.

10. Notwithstanding the submitted details and before any development first commences on site, final details of the Percent for Art scheme shall be submitted to and agreed in writing with the Minister for Planning and Environment. The approved scheme shall then be implemented in full prior to the first use of the development and thereafter retained and maintained in situ.

Reason(s):

1. To ensure that the property has adequate foul drainage and in order to prevent any pollution of groundwater in accordance with Policy LWM2 of the Adopted Island Plan 2011 (Revised 2014).

2. To ensure that that the completed development is provided with satisfactory infrastructure and to have regard for highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).

3. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).

4. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).

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5. To ensure that the development provides adequate provision for off-street parking and manoeuvring for users of the site, in the interests of highway safety and the general amenities of the area, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
6. To ensure that the benefits of the approved landscaping scheme are carried out and completed, making a positive contribution to the amenities of the site in accordance with Policies GD1, GD7, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
7. To ensure the protection of any nesting birds and any recognised species in accordance with Policies NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
8. To ensure the protection of all protected species in accordance with Policies NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
9. The form, design and layout of the site is considered to require additional controls to safeguard the character and visual amenities of the area <and to ensure that adequate private amenity space is retained within the curtilage of the dwelling> in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
10. To ensure the implementation and subsequent maintenance of an agreed scheme of public art in accordance with the requirements of Policy GD 8 Adopted Island Plan 2011 (Revised 2014).

INFORMATIVES:

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

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should: **Refer to the guidance on the type of information to be provided in a Demolition/Construction Environmental Management Plan (D/CEMP) which can be found online at:**

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<http://www.gov.je/industry/construction/pages/constructionsite.aspx>

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should: Refer to the guidance on The Control of Dust and Emissions from Construction and Demolition, which can be found online at:

http://www.london.gov.uk/thelondonplan/guides/bpg/bpg_04.jsp

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should: Refer to the guidance contained in the States' Guidelines on Noise Control for construction sites; BS 5228: Noise and Vibration Control on Construction and open sites and the Mayor of London's Best Practice Guidance: The control of Dust and Emissions from Construction Sites (Ref:<http://www.gov.je/Industry/Construction/Pages/ConstructionSite.aspx>).

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

FOR YOUR INFORMATION:

The approved plans can be viewed on the Planning Register at www.gov.je/planning

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

Location Plan PL-01
Planning & Design Statement
Existing Floor Plans and Elevations PL-02
Site Layout with Ground Floor Plans PL-03 REV C
Landscape Proposals (Roof Plans) PL-04 REV A
Proposed Houses - Floor Plans PL-05 REV A
Proposed Houses - Elevations PL-06 REV A

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Street Elevations PL-07 REV A
Site Sections (Existing and Proposed) PL-08 REV A

Percentage for Art Statement
Demolition Statement
Construction Management Plan

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.

Signed for Director

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SECOND SCHEDULE

Covenants with the Minister

The Owner covenants, agree and undertake with the Minister:

Commencement

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

Eastern Cycle Route

- 2 To pay the Cycleway Contribution to the Treasurer of the States prior to the Commencement of the Development
- 3 Notwithstanding (1) above, not to Commence the Development until such time as the Cycleway Contribution has been paid to the Treasurer of the States.

Footway

- 4 Not to Commence the Development before the Pedestrian Footway Works Specification has been submitted to the Minister for his approval (in consultation with the Roads Committee) and has been approved by the Minister.
- 5 Not to Commence that part of the Development comprising the Pedestrian Footway Works until the Owner has given to the Roads Committee twenty-eight (28) days' notice in writing of his intention so to do
- 6 That the Owner will at its own expense undertake the Pedestrian Footway Works or carry out or cause to be carried out the Pedestrian Footway Works the whole in accordance with the approved Pedestrian Footway Works Specification.
- 7 That on completion of the Pedestrian Footway Works the Owner shall provide to or procure via its architect for the Minister three sets of as built plans (in such media format as the Minister requires) and other information reasonably required by the Minister plus a further copy for the Roads Committee (for land survey and tying into the island co-ordinate system).
- 8 Not to Occupy or cause or permit to be Occupied the last dwelling at the Development until such time as the Pedestrian Footway Works have been completed to the reasonable satisfaction of the Minister (in consultation with the Roads Committee).
- 9 That on completion of the Pedestrian Footway Works to notify the Parish that the Owner considers that the Pedestrian Footway Works are ready and complete for transfer
- 10 Within 14 days of notification of completion of the Pedestrian Footway Works the Owner shall cede and transfer and the Parish shall take conveyance of the relevant property free of all charges and encumbrances by contract to be passed before the Royal Court the Owner paying the proper and reasonable costs of and incidental to the said transfer (including all and any reasonable legal and professional costs)

Fence

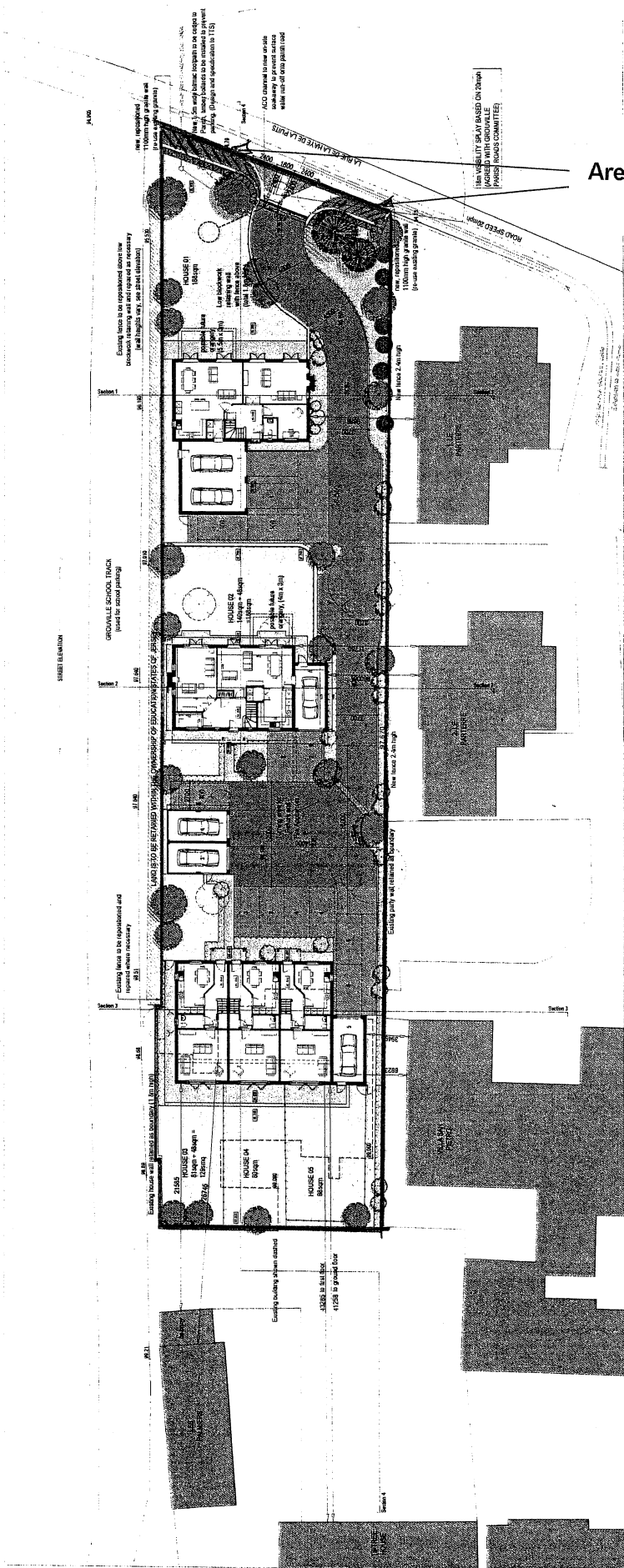
11. Not to Occupy the first dwelling at the Development until such time as the Fence WORKS have been completed to the reasonable satisfaction of the Minister (in consultation with the TTS Minister).

THIRD SCHEDULE

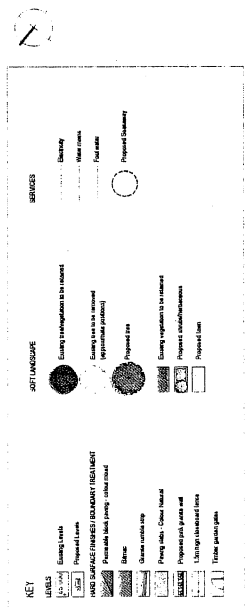
Minister's Covenants

- 1 The Minister hereby covenants with the Owner to use all sums received by the Treasurer of the States from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid and to provide to the Owner such evidence of payment for the specified purposes as the Owner shall reasonably require.
- 2 The Minister covenants with the Owner that he will procure or arrange that the Treasurer of the States will pay to the Owner such amount of any payment made by the Owner to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement within five years of the date of such payment by the Owner. So far as the sums received by the Treasurer of the States from the Owner under the terms of this Agreement are amalgamated with other monies by the said Treasurer then, the Minister shall, at the end of five years as aforesaid, account to the Owner for a pro-rata proportion of such unexpended monies reflecting the percentage of the monies paid by the Owner as a proportion of the amalgamated sum.
- 3 To issue the Planning Permit to the Owner

FOURTH SCHEDULE Plan



Area to be ceded to the Parish



ACCOMMODATION SCHEDULE	
No.	Description
1	1 room per 3 no. average request
2	1 room per 2 no. average request
3	1 room per 1 no. average request
4	1 room per 0.5 no. average request
5	1 room per 0.25 no. average request

No.	Type	No. Beds	Priority
1	House	4 Bed	1 (Design)
2	House	4 Bed	2 (Design)
3	House	4 Bed	3 (Design)
4	House	4 Bed	4 (Design)
5	House	4 Bed	5 (Design)

PARKING STANDARD (Parking Zone 3, Density Zone B) Maximum provided

1 space per 2.5 beds per unit request
 1 space per 1.5 beds per unit request
 1 space per 1 no. average request
 1 space per 0.5 no. average request

PLANNING

Client: **TEVELA 2014 LTD**

Project: **TEVELA**

Drawing Title: **SITE LAYOUT WITH GROUND FLOOR PLANS**

Scale: **1:1000**

Date: **SEPT 2014**

Drawn: **HL**

Checked: **HL**

Sheet No: **01**

Drawn No: **PL 01**

PL 01

Rev: **C**

CASTLE TREE GROUP
BEAUTIFUL HOMES AT GOSWORTHY

REV	DATE	DESCRIPTION
A	15-08-14	1. Final design of site plan to include proposed layout for infrastructure services
B	15-08-14	2. Final design of site plan to include proposed layout for infrastructure services
C	21-08-14	3. Final design of site plan to include proposed layout for infrastructure services

1. Final design of site plan to include proposed layout for infrastructure services

2. Final design of site plan to include proposed layout for infrastructure services

3. Final design of site plan to include proposed layout for infrastructure services

4. Final design of site plan to include proposed layout for infrastructure services

5. Final design of site plan to include proposed layout for infrastructure services

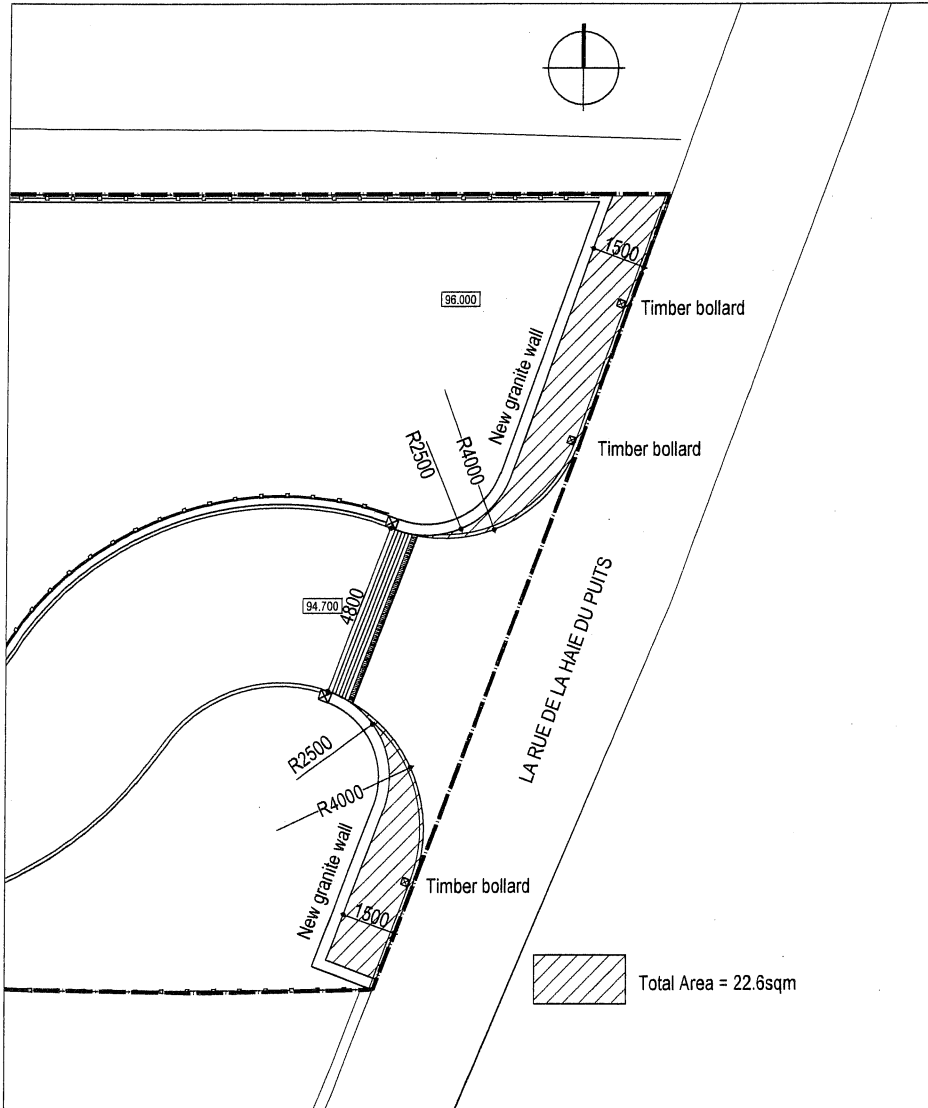
6. Final design of site plan to include proposed layout for infrastructure services

7. Final design of site plan to include proposed layout for infrastructure services

8. Final design of site plan to include proposed layout for infrastructure services

9. Final design of site plan to include proposed layout for infrastructure services

10. Final design of site plan to include proposed layout for infrastructure services



REV	DATE	DESCRIPTION



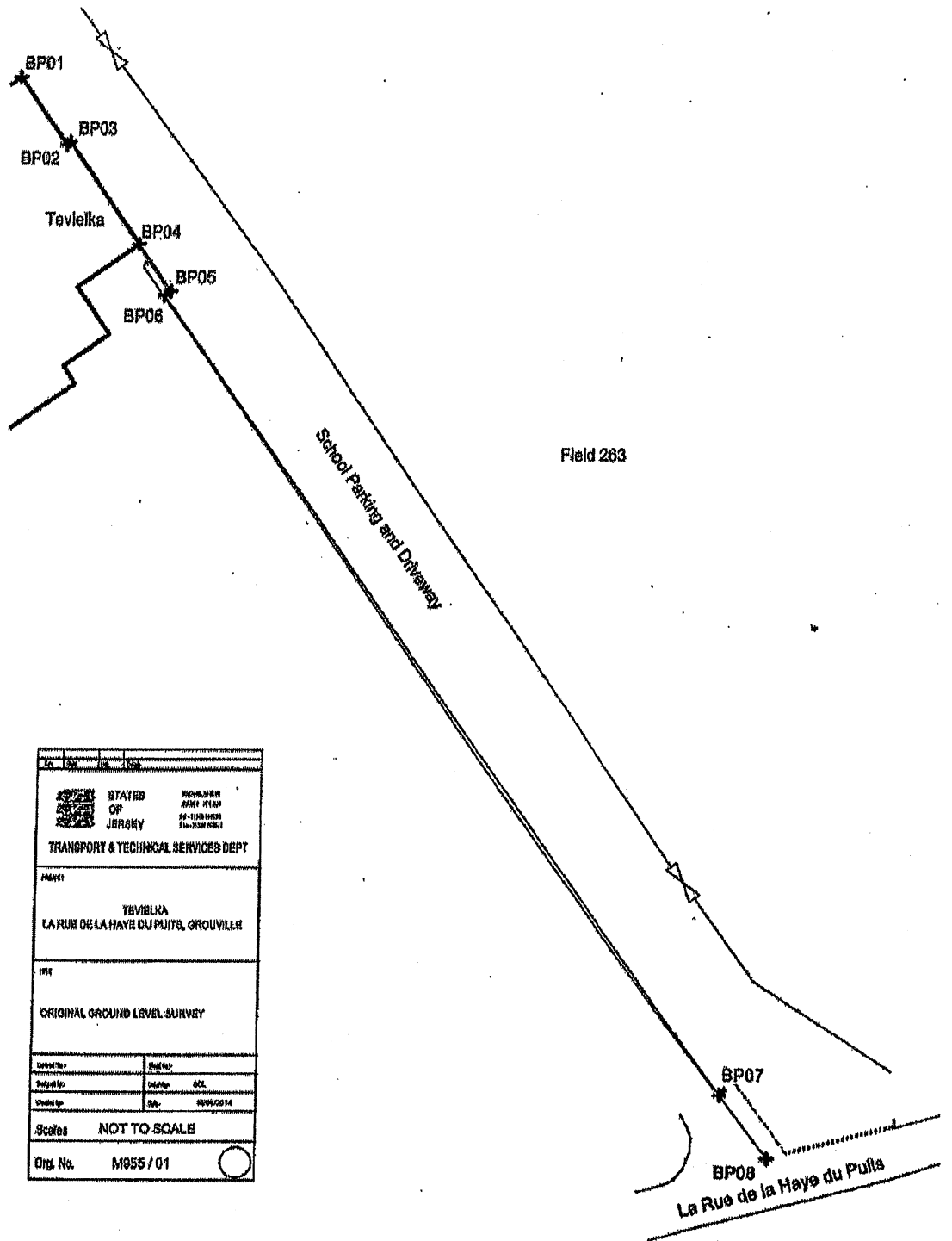
NOTES:
DO NOT SCALE OFF THIS DRAWING.

ALL DIMENSIONS SHOULD BE CHECKED PRIOR TO COMMENCEMENT ON SITE AND ANY DISCREPANCIES SHOULD BE BROUGHT TO THE ATTENTION OF CASTLETREE IMMEDIATELY.

THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER RELEVANT DRAWINGS AND SPECIFICATION.
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Client	TEVIELKA 2014 LTD	Scale	1@200@A4	Job No.	CH010
Project	TEVIELKA	Date	NOV 2014	Dwg No.	PL-10
Drawing Title	AREA CEDED TO PARISH LA RUE DE LA HAIE DU PUITIS	Drawn	HL	Rev	--

FIFTH SCHEDULE Fence Works Plan



STATES OF JERSEY	HIGHWAYS AND STREET AUTHORITY No. 2008/0001
TRANSPORT & TECHNICAL SERVICES DEPT	
PROJECT TAVLEIKA LA RUE DE LA HAYS DU PUIITS, GROUVILLE	
DATE ORIGINAL GROUND LEVEL SURVEY	
Drawing No. 1000/01	Scale 1:500
Drawing No. 1000/01	Date 02/09/2014
Scale NOT TO SCALE	
Orig. No. M955 / 01	

Signed on behalf of the Minister:

[Redacted Signature]

Name and Position:

P. LE GREESLEY (DIRECTOR)

in the presence of

[Redacted Signature]

Name and Position:

G. BRISQUE WATY (PLANNING OFFICER)

this day of 2014

Signed on behalf of Tevielka 2014 Limited

[Redacted Signature]

Name and Position:

DIRECTOR

in the presence of

[Redacted Signature]

Name and Position:

this day of 2014

Signed on behalf of The Parish of Grouville

[Redacted Signature]

Name and Position:

JOHN LE MAISTRE CONNETABLE

in the presence of

[Redacted Signature]

Name and Position:

this day of 2014

Charles Le Maistre
Legal Assistant
Collas Crill
40 Don Street
St Helier
Jersey
JE1 4XD

Signed on behalf of Investec Bank (Channel Islands) Limited

[Redacted]

[Redacted]

.....
Name and Position: Geoff Row
Authorised Signatory

STEPHEN HENRY
AUTHORISED
SIGNATORY

in the presence of [Redacted]
.....

Name and Position: Nigel Riddell

this 29 day of December 2014

Signed by Francis Brady
[Redacted]

in the presence of [Redacted]
.....

this 25 day of November 2014