

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twelve, the twenty-fourth day of February.

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, Dandara Five Oaks Limited, Five Oaks Holdings (1) Limited, Five Oaks Holdings (2) Limited, Lloyds TSB Offshore Limited and Jersey Milk Marketing Board in relation to the former Jersey Dairy Site & Field No. 530A, St Saviour, be registered in the Public Registry of this Island.



Greffier Substitute

LOD

Reg. Pub.

**Planning Obligation Agreement under Article 25 of the
Planning and Building (Jersey) Law 2002**
relating to the development of the former Jersey Dairy Site &
Field 530A, Prince's Tower Road, St. Saviour

Dated :

24th February

2012

The Minister for Planning and Environment (1)

Dandara Five Oaks Limited (2)

Five Oaks Holdings (1) Ltd (3)

Five Oaks Holdings (2) Ltd (4)

Lloyds TSB Offshore Limited (5)

Jersey Milk Marketing Board (6)

Lloyds TSB Offshore Limited (7)

DATE

24th February

2012

PARTIES

- (1) The Minister for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Minister")
- (2) Dandara Five Oaks Limited of PO Box 207, 13-14 Esplanade, St Helier, JE1 1BD (the Developer)
- (3) Five Oaks Holdings (1) Ltd of PO Box 207, 13-14 Esplanade, St Helier, JE1 1BD ("the First Owner")
- (4) Five Oaks Holdings (2) Ltd of PO Box 207, 13-14 Esplanade, St Helier, JE1 1BD ("the Second Owner")
- (5) Lloyds TSB Offshore Limited c/o PO Box 160, 25 New Street, St Helier, JE4 8RG ("the First Hypothecator")
- (6) Jersey Milk Marketing Board c/o Jersey Dairy, La Route de la Trinite, Trinity, Jersey, JE3 5JP ("the Second Hypothecator")
- (7) Lloyds TSB Offshore Limited c/o PO Box 160, 25 New Street, St Helier, JE4 8RG ("the Security Trustee")

RECITALS

- 1 The Minister is the Minister of the States charged with the administration of the Law by whom the obligations in this Agreement are enforceable in accordance with the provisions of the Law.
- 2 The First Owner warrants that it is the owner in perpetuity (à fin d'héritage) as to part of the Site and the Second Owner warrants that it is the owner in perpetuity (à fin d'héritage) as to the remainder of the Site.
- 3 The First Hypothecator has an interest in that part of the Site owned by the First Owner by virtue of a judicial hypothec (hypothèque judiciaire) dated 3 July 2009
- 4 The First Hypothecator has an interest in that part of the Site owned by the Second Owner by virtue of a judicial hypothec (hypothèque judiciaire) dated 3 July 2009
- 5 The Second Hypothecator has an interest in that part of the Site owned by the First Owner by virtue of a judicial hypothec (hypothèque judiciaire) dated 3 July 2009
- 6 The Second Hypothecator has an interest in that part of the Site owned by the Second Owner by virtue of a judicial hypothec (hypothèque judiciaire) dated 3 July 2009
- 7 The Security Trustee has an interest in that part of the Site owned by the First Owner by virtue of a judicial hypothec (hypothèque judiciaire) dated 3 July 2009
- 8 The Security Trustee has an interest in that part of the Site owned by the Second Owner by virtue of a judicial hypothec (hypothèque judiciaire) dated 3 July 2009
- 9 The Developer submitted an application to the Minister for planning permission for the Development and having regard to the purposes of the Law the Island Plan 2002 and

all other material considerations the Minister is minded to grant planning permission for the Development subject to the completion of this Agreement and without such the Minister would not be so minded

- 10 The parties acknowledge that this Agreement is legally binding
- 11 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:

"Ancillary Start Up Costs"		the costs of purchase of livery and insurance for the Qualifying Minibus together with permits and passes for residents for a period of two years from commencement of the community transport (char-à-banc) service.
"Bus Services Contribution"		Means (subject to the Fifth Schedule) the maximum financial contribution of fifty-two thousand five hundred pounds (£52,500) (to be paid to the Treasurer of the States) towards the provision by the TTS Minister of such community bus services or to improve extant bus services which the Minister in his discretion consider are required as a consequence of the Development
"Bus Shelter Contribution"		means a financial contribution of twelve thousand pounds (£12,000) (to be paid to the Treasurer of the States) towards the provision by the TTS Minister of the Bus Shelter Facilities
"Bus Shelter Facilities"		means the erection by the TTS Minister of two bus shelters comprising "Elliptical Roof Bus Shelter with perch seating" by Garrick Engineering Shelters Ltd, or similar approved by the TTS Minister one shelter on La Grande

		Route de St Martin and one shelter on Bagatelle Road
"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
"Completion"		means completion of the Development as such completion shall be evidenced by the issue of a certificate of completion by the Minister pursuant to Article 28 of the Law (and "Completed" shall be construed accordingly)
"Development"		the development of the Site in accordance with the Planning Permit.
"Dwelling Unit"		a residential unit, including a flat, forming part of the Development to be constructed pursuant to the Planning Permit
"Footpath "		a roadside footpath that is adjacent and contiguous with that part of the Site towards the southern boundary of Princes Tower Road with the Site between a point immediately to the north west of the Site to a point immediately to the south east of the zebra crossing on Princes Tower Road near the Five Oaks roundabout to be constructed by the TTS Minister and towards the costs of which the Developer shall pay the Footpath Contribution
"Footpath Contribution"		means a maximum financial contribution of seventy one thousand eight hundred and twenty pounds (£71,820) (to be paid to the Treasurer of the States) towards the provision by the TTS Minister of the Footpath
"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.
"Management Company"		the management company responsible for the management and administration of the common areas and facilities at the Development
"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.
"Other Development"		the retirement village development to be constructed on Fields 516, 516A, 517 and 518, St Saviour
"Other Development POA"		the planning obligation agreement relating to the Other Development entered or to be entered into between the Minister, Hillary Developments (Jersey) Limited and George Francis Carter
"Owners"		the First Owner and the Second Owner
"Plan"		the plan of the Site extracted from the Jersey Digital Map annexed to this agreement as part of the First Schedule

"Planning Permit"		the planning permission for the Development a copy of which is attached at the Second Schedule.
"Public"		the Public of the Island of Jersey.
"Qualifying Minibus"		a minibus with a maximum of sixteen (16) passenger seats
"Relevant Date"		the date upon which seventy-two per cent (72%) of the Private Cottages (as defined in the Other Development POA) are first Occupied (as defined in the Other Development POA)
"Royal Court"		the Royal Court of the Island of Jersey.
"Site"		the property of the Owners as shown by the diagonal hatching on the Plan and as is more fully described in the First Schedule upon part of which the Development is to be carried out by the Developer
"Travel Plan"		the travel plan prepared by Peter Brett Associates and dated 16th March, 2010 which having assessed and taken into account all relevant legal considerations sets out objectives and targets for modal split of the use of transport and actions to reduce travel to and from the Development by private motor car with a range of measures and initiatives as are or may be reasonably appropriate in the circumstances for encouraging walking cycling using public transport or car sharing
"Travel Plan Coordinator"		the Developer or a party appointed by the Developer who shall be from not later than the time that fifty (50) per cent of the Dwelling Units are first Occupied the

		Management Company and charged with the responsibilities set out in the Fourth Schedule and the Travel Plan for identifying and co-ordinating the implementation of measures in the Travel Plan designed to reduce travel to and from the Development by private motor car
"TTS Minister"		the Minister for Transport and Technical Services of the States of Jersey
"Works of Public Art or Craft"		means a work or works of art visible to the general public whether as part of a building or free standing including where appropriate sculpture street furniture lighting effects paving railing and signs landscaping and/or architectural detailing

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

4 CONDITIONALITY

This Agreement shall come into effect immediately upon the date upon which it has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

5 THE DEVELOPER'S AND THE OWNERS' COVENANTS

The Developer and the Owners jointly and severally covenant and agree with the Minister as set out in the Third Schedule so that this Agreement shall be enforceable without limit of time against the Developer and the Owners and any person claiming or deriving title through or under the Owners to the Site 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 Developer shall pay to the Minister on completion of this Agreement the reasonable legal costs of the Minister incurred in the negotiation, preparation and completion of this Agreement.
- 7.2 Where the agreement, approval, consent or expression of satisfaction is required by the Developer or the Owners 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 Developer and the Owners shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 7.4 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 7.5 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Developer) it is modified 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 Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 7.7 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 7.8 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 Developer and the Owners 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 Developer or the Owners to obtain or acquire from the Public (whether in its public or private capacity) or the Parish of St Saviour (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 Developer and the Owners as contained herein
- 7.11 The Developer and the Owners 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 Developer and the Owners agree with the Minister to give the Minister written notice (as soon as reasonably practical following such change) of any change in ownership of any of their interest in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan but this obligation shall not extend to the disposal of individual Dwelling Units to a purchaser for his own, his family or his tenant's Occupation.

10 HYPOTHECATORS CONSENT

- 10.1 The First Hypothecator acknowledges and declares that this Agreement has been entered into by the First Owner and the Second Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the First Hypothecator over the Site shall take effect subject to this Agreement PROVIDED THAT the First Hypothecator shall otherwise have no liability under this Agreement unless it takes possession of the Site in which case it too will be bound by

the obligations as a person deriving title from the First Owner or the Second Owner (as the case may be).

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

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

11 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 payable.

12 INTEREST

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

13 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

14 GOODS AND SERVICES TAX

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

14.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that GST had not previously been charged in respect of that supply the person making the supply shall have the right to issue a GST invoice to the person to whom the supply was made and the GST shall be paid accordingly.

15 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 site of the development to be known as Belvedere Five Oaks St Saviour Jersey to be carried out by the Developer on the properties to which the First Owner and the Second Owner respectively had right as follows:

The First Owner to all that property previously forming part of the Jersey Dairy Five Oaks St Saviour Jersey more fully described within and to which it had right by firstly by hereditary purchase by contract dated 3 July 2009 from the Jersey Milk Marketing Board and secondly by hereditary exchange and counter exchange of land by contract dated 3 June 2011 with the Second Owner.

The Second Owner to all that property previously forming part of the Jersey Dairy Five Oaks St Saviour Jersey more fully described within and to which it had right by firstly by hereditary purchase by contract dated 3 July 2009 from the Jersey Milk Marketing Board and secondly by hereditary exchange and counter exchange of land by contract dated 3 June 2011 with the First Owner.

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



APPLEBY
 13 - 14 Esplanade
 St Helier
 Jersey
 IE1 1BD

Belvedere, Five Oaks, St Saviour



SCALE: 1:2,096


Licence No 21

© States of Jersey 2010

SECOND SCHEDULE

The Planning Permit

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

States 
of Jersey

Planning Application Number RP/2011/0614

Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

IMPORTANT NOTICE

This notice gives permission under Article 19 of the Planning and Building (Jersey) Law 2002, as amended. In accordance with Article 24(l) 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 buildings. Construct 73 No. residential dwellings.
Environment impact statement submitted. Model available. REVISED PLANS:
Loft conversion to include rooflights. Construct external staircase to plot 17.

To be carried out at:

Field 530A & Jersey Milk Marketing Board, Prince's Tower Road, St. Saviour.

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: 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 G2, G3 and H8 of the 2002 Island Plan, in which well designed extensions are

APPROVED

Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RP/2011/0614

acceptable to dwellings in the Built-Up Area. In this case, the proposed conservatory is acceptable because it will not detract from the character and appearance of the dwelling. In addition, the representations raised to the scheme on the grounds of this scheme setting a precedent for other similar schemes has been assessed. However, it is considered that the proposal accords with the terms of policy G2 (II) of the 2002 Island Plan, in that each proposal will be considered on its own particular merits.

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

Standard Condition

- A. If the development hereby permitted has not commenced within five years of the decision date, this permission shall cease to be valid.

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

Condition(s):

1. The development shall be carried out strictly in accordance with the deposited plans and drawings. No variations shall be made without the prior written approval of the Minister for Planning and Environment.
2. Before any development first commences on site, samples of the conservation roof lights and external staircase to be used in the construction of the new development shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented in full and shall be retained and maintained as such.

Reason(s):

1. For the avoidance of doubt and in accordance with the requirements of Policies G2 and G3 of the Adopted Island Plan 2002.
2. To safeguard the character and appearance of the area and in accordance with the requirements of Policies G2 and G3 of the Adopted Island Plan 2002.

APPROVED

Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RP/2011/0614

FOR YOUR INFORMATION:

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

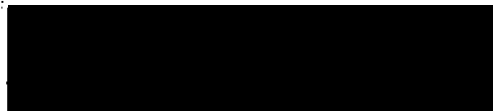
- A: Location Plan
- B: Site & Fire Engine Plan
- C: Existing Plans, Elevations & Section
- D: Proposed Plans, Elevations & Section
- E: Stair Case Plan & Elevation

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.

21/06/2011

Signed



for Director

APPROVED

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

States 
of Jersey

Planning Application Number RP/2011/0562

Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

IMPORTANT NOTICE

This notice gives permission under Article 19 of the Planning and Building (Jersey) Law 2002, as amended. 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 buildings. Construct 73 No. residential dwellings. Environment impact statement submitted. Model available. AMENDED DESCRIPTION: Demolish existing buildings. Create 87 residential dwellings including apartments. Creation of underground car park. Creation of informal amenity areas and provision of percentage for art work in Field 530A. EIA Submitted. REVISED PLANS: Construct conservatory to East elevation to plot 22.

To be carried out at:

Field 530A & Jersey Milk Marketing Board, Prince's Tower Road, St. Saviour.

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.

APPROVED

Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RP/2011/0562

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 G2, G3 and H8 of the 2002 Island Plan, in which well designed extensions are acceptable to dwellings in the Built-Up Area. In this case, the proposed conservatory is acceptable because it will not detract from the character and appearance of the dwelling. In addition, the representations raised to the scheme on the grounds of this scheme setting a precedent for other similar schemes has been assessed. However, it is considered that the proposal accords with the terms of policy G2 (ii) of the 2002 Island Plan, in that each proposal will be considered on its own particular merits.

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

Standard Condition

- A. If the development hereby permitted has not commenced within five years of the decision date, this permission shall cease to be valid.

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

Condition(s):

1. The development shall be carried out strictly in accordance with the deposited plans and drawings. No variations shall be made without the prior written approval of the Minister for Planning and Environment.
2. The external materials shall match those of the existing dwelling and there shall be no variation without the prior consent in writing of the Minister for Planning and Environment.

Reason(s):

1. For the avoidance of doubt and in accordance with the requirements of Policies G2 and G3 of the Adopted Island Plan 2002.
2. For the avoidance of doubt and in accordance with the requirements of Policies G2 and G3 of the Adopted Island Plan 2002.

APPROVED

Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RP/2011/0562

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

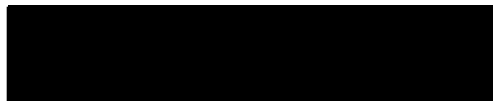
- A: Location Plan
- B: Site Plan
- C: Proposed Plans, Elevations & Section

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.

21/06/2011

Signed



for Director

APPROVED

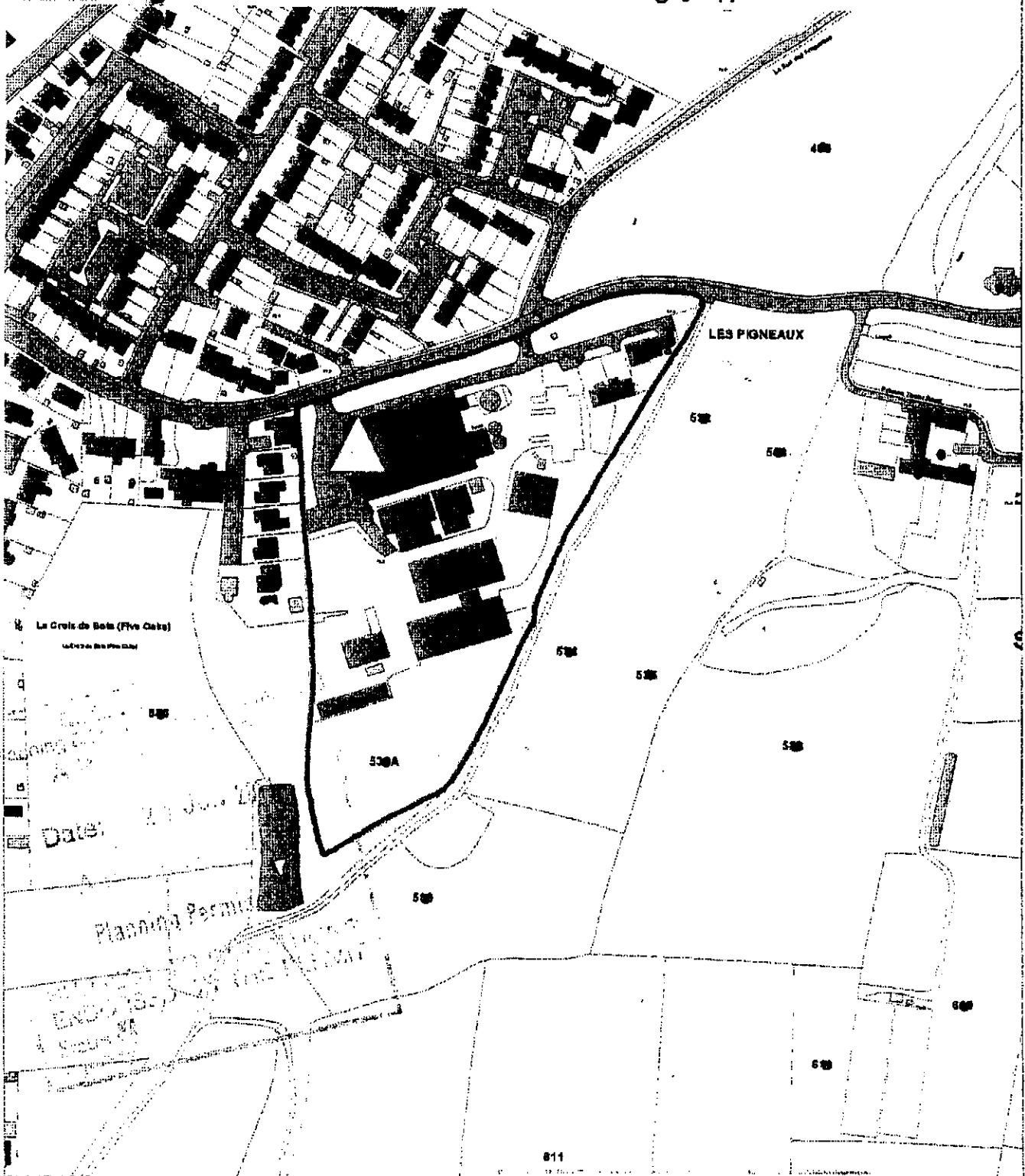


digimap

Address Locator

Tel: 01 534 769069 Fax: 01 534 769069 Email: info@digimap.je

Chamber House
25 Pier Road
St Helier
Jersey
JE1 4HF



La Croix de Bois (Five Oaks)
LA CROIX DE BOIS (FIVE OAKS)

LES FIGNEAUX

Date:

Planning Permission

ENCLOSURE

New Development
Princes Tower Road
ST. SAVIOUR
JE2 7UD
69132005

Scale 2,500:1

CP 2011 0552 A

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



Planning Application Number RP/2010/1116

Planning Permit

Revision/Amendment to Original Permission

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(l) 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.

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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:

Demolish existing buildings. Construct 73 No. residential dwellings. Environment impact statement submitted. Model available. REVISED PLANS: Demolish existing buildings. Create 87 No. residential dwellings, including apartments. Creation of underground car park. Creation of informal amenity areas and provision of percentage for art work in field 530A. EIA Submitted.

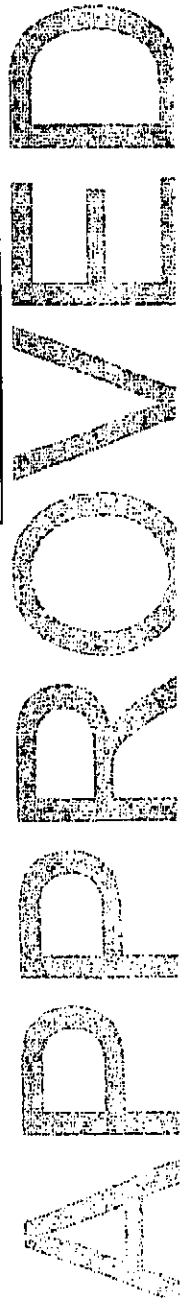
To be carried out at:

Jersey Milk Marketing Board & Field 530A, Prince's Tower Road, St. Saviour, JE2 7UD.

This Permit has been the subject of an Environmental Impact Assessment and a Planning Obligation.

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.



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REASON FOR APPROVAL: 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 G2, G3 and H8 of the 2002 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 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; the development makes the 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 increase in traffic generation; the unacceptable impact on the amenities of the immediately adjoining local residents; the unacceptable design of the development and the effect on the character and appearance of the area have been assessed.

However, it is considered that the proposal accords with the terms of Policy G2 (ii) of the 2002 Island Plan in that it does not have an unreasonable impact on the amenities of local residents or the character or the area in general.

The element of the submitted development located within Field 530A has also been assessed against the requirements of Policies C2; C6 and C13 of the Adopted Island Plan 2002 and the Permit specifically removes permission to develop on this area of land located outside the boundaries of the Built-Up Area.

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

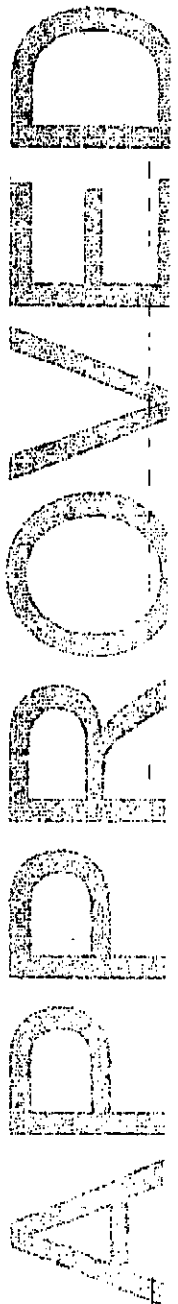
Standard Condition

- A If the development hereby permitted has not commenced within five years of the original decision date, 27th May 2010 of Planning Permit P/2009/2015 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. The development shall be carried out strictly in accordance with the deposited plans and drawings except as required to meet the terms of Conditions 8; 12; 15; 26; 29; 30 and 31 below. No variations shall be made without the prior written approval of the Minister for Planning and Environment.
2. Within 3 months of the Permit being issued, a Draft Planning Obligation shall be issued to include the following:
 - The Developer is to design, seek planning approval, procure and install 2 bus shelters on La Grande Route de St Martin and Bagatelle Rd at bus stops to be agreed with Transport and Technical Services Highways (TTS). The bus shelters shall be provided prior to first occupancy of the development.
 - The Developer is to design and build a road side footpath along the southern edge of Princes Tower Rd, between a point immediately to the north west of the Jersey Dairy site to a point immediately to the south east of the zebra crossing on Prince's Tower Rd near the Five Oaks Roundabout. (A distance of approximately 146m and an area of footpath of approximately 210m² including vehicle crossings). The design and construction is to be carried out to a standard and by a consultant and contractor approved by TTS. TTS will provide the required Ministerial Approval once a design has been provided to enable a recommendation to be made to the Minister for TTS to approve the construction of the afore mentioned road side footpath.



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The footpath shall be constructed in accordance with the approved details and transferred to the public prior to first occupation, with the developer bearing all costs associated.

- The Planning Obligation Agreement shall contain a negotiated financial sum to a minimum of £185,000 to include the provision of a hoppa bus and service charges/maintenance provision for a total of 2 years. The agreed financial sum will be in the form of a bond/guarantee and provided prior to first occupation of the development.

- The Developer shall appoint a Travel Plan Co-Ordinator to carry out all the actions listed in the PBa Travel Plan dated 16/03/2010. The Travel Plan Co-ordinator will advise TTS of the progress of the Travel Plans every 6 months for a period of 5 years from the date of occupation of 50% of the dwellings on the Development. On completion of the site, or at 50% occupation, the roles and responsibilities of the Travel Plan Co-Ordinator will be transferred from the Developer to the Management Company of the site. The roles, responsibilities and duties of the Travel Plan Co-Ordinator along with the resources required to ensure the proper discharge of those duties shall be written into the constitution of the Management Company for the Development.

- In conjunction with the Appointed Percentage for Art Advisor, the developer is to provide a financial value, design and provide Percentage for Art off-site but on an agreed site within the Parish of St. Saviour, The Percentage for Art will be provided prior to first occupation of the development.

- Such other ancillary or incidental terms and conditions as the Minister for Planning and Environment considers reasonable and appropriate in the circumstances.

- The developer shall be responsible for all the reasonable and proper costs of the Minister for Planning and Environment in the negotiation, preparation and completion of the Planning Obligation Agreement.

Unless otherwise agreed in writing with the Minister for Planning and Environment in advance, if the planning obligation is not completed within 6 months of the date of this decision, then the planning permission shall cease to have effect.

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3. Prior to the first commencement of any superstructure works on site, samples of all the materials to be used in the construction of the new development shall be submitted to and approved in writing by the Minister for Planning and Environment. The retained architect for the scheme is to specify all materials including windows, downpipes, hoppers, gutters, railings, roof materials, render finish and road/footpath/driveway surfacing. The approved scheme shall be implemented in full and shall be retained and maintained as such. For the avoidance of doubt, no tarmacadam shall be used anywhere within the site.

4. With the exception of the trees indicated to be removed on the submitted plans and unless otherwise agreed in writing with the Minister for Planning and Environment, no development shall take place until the following has been received by the Minister for Planning and Environment:

(a) a plan showing the location of, and allocating a reference number to, each existing tree on the site which has a stem with a diameter, measured over the bark at a point 1.5 metres above ground level, exceeding 75 mm, showing which trees are to be retained and the crown spread of each retained tree;

(b) details of the species, diameter (measured in accordance with paragraph (a) above), and the approximate height, and an assessment of the general state of health and stability, of each retained tree and of each tree which is on land adjacent to the site and to which paragraphs (c) and (d) below apply;

(c) details of any proposed topping or lopping of any retained tree, or of any tree on land adjacent to the site;

(d) details of any proposed alterations in existing ground levels, and of the position of any proposed excavation, (within the crown spread of any retained tree or of any tree on land on or adjacent to the site), equivalent to half the height of that tree];

(e) details of the specification and position of fencing [and of any other measures to be taken] for the protection of any retained tree from damage before or during

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the course of development.

The submitted information shall be assessed by the Minister for Planning and Environment and a decision given in writing indicating the trees required to be retained in the development.

5. In conjunction with the requirements of Condition 4 above and incorporating all trees to be retained, and before the commencement of any superstructure works on site, a landscaping scheme (to include precise details of the proposed landscape treatment of Field 530A), shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be undertaken within the first available planting season and any trees which die, are removed or become seriously diseased within a period of five years from the date the planting first takes place, shall be replaced in the next planting season with others of a similar size and species.

The Landscape Architect must give written confirmation to the Minister for Planning and Environment that they are satisfied that the works are completed in accordance with the approved plans and the quality of the materials and workmanship is of the highest order.

6. Notwithstanding the tree survey work undertaken by the requirements of Condition 4 above, all the lime trees to the Princes Tower Road frontage shall be retained. With the exception of the location of the temporary sub-station and the ground work required to provide power for the phase 1 construction period, no ground clearance work, demolition or construction work shall commence until a form of protective fencing at least 1.25 metres high securely mounted on timber posts firmly driven into the ground, have been erected around the lime trees to be preserved. The fencing shall be located at least 1m beyond the line described by the furthest extent of the canopy of the tree group. Within these areas so fenced, the existing ground level shall be neither be raised nor lowered, all excavations shall then be carried out by hand. Roots with a diameter of more than 25 millimetres shall be left unsevered. There shall be no development nor development-related activities of any description, including the deposit of spoil or the storage of materials within then fenced areas. The Minister for Planning and the Environment shall be advised in writing when the protective fencing has been erected so that it can be checked on site before development commences and shall thereafter be maintained during the period of construction.



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Unless otherwise agreed in writing with the Minister for Planning and Environment, the temporary sub-station shall be removed following the completion of the phase 1 construction period.

7. Except as indicated on the approved plans to be removed, all existing hedges or hedgerows shall be retained. All hedges and hedgerows shall be protected from damage for the duration of works on the site by the erection of protective fencing. Any parts of hedges or hedgerows removed without the prior approval of the Minister for Planning and Environment's consent or which die, or become, in the opinion of the Minister for Planning and Environment, seriously diseased or otherwise damaged within five years following completion of the approved development, shall be replaced as soon as is reasonably practicable and, in any case, by not later than the end of the first available planting season, with plants of such size and species and in such positions as may be agreed with the Minister for Planning and Environment.

For the avoidance of doubt, the existing conifer hedge to the western boundary of the site shall be retained during the construction phase.

8. Within 3 months of the date of this Permit, a scheme of foul drainage and surface water drainage to include details of the pumping station design and flow calculations; management arrangements and details of the proposed works to upgrade the existing public pumping station bordering Princes Tower Road (which shall be funded by the developer), shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented in full prior to first occupation and shall thereafter be retained and maintained as such.

9. In conjunction with the requirements of Condition 8 above and within 3 months of the date of this Permit, a report shall be submitted by a qualified and competent Consultant, to have been previously agreed by the Minister for Planning and Environment, to demonstrate that flood attenuation measures are in place on-site, to prevent flooding off-site at Longueville.

10. Within 2 months of the date of this Permit, a scheme shall be submitted to and approved in writing by the Planning and Environment Department for:



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- i) parking of vehicles of site personnel, operatives and visitors;
- ii) loading and unloading of plant and materials, and
- iii) storage of plant and materials used in demolishing and then constructing the development.

Each of the facilities shall be maintained throughout the course of the demolition and construction of the development free from any impediment to its designated use.

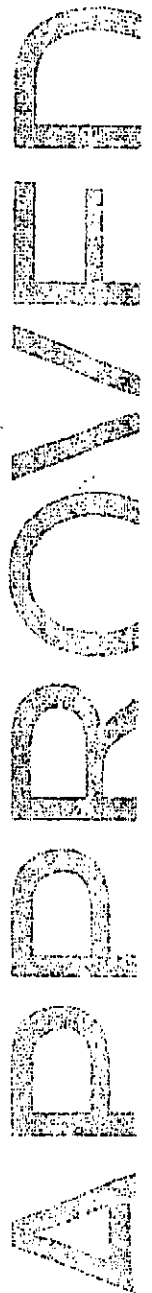
11. Unless otherwise agreed in writing with the Minister for Planning and Environment, the architect for the development as approved shall be retained for the duration of the construction period. The architect (or another architect approved by the Minister for Planning and Environment in writing before engagement), shall provide written confirmation to the Minister for Planning and Environment of the standard of construction for each dwelling unit prior to first occupation, together with a written endorsement/confirmation of the satisfactory final completion of the scheme.

12. The windows and doors of the proposed development shall be set back a minimum of 75mm from the edge of the render around the window and door openings. The windows are to be multi-pane and all windows and doors are to be constructed of timber and painted white unless otherwise agreed in writing with the Minister for Planning and Environment.

13. Unless otherwise agreed in writing by the Minister for Planning and Environment prior to the implementation of any other use, the garages to all the house types shall not be used for any purpose other than those incidental to the enjoyment of a dwelling house but not including use as living accommodation.

14. Notwithstanding the provisions of the Planning and Building (General Development) (Jersey) Order 2007 (or any order revoking and re-enacting that order with or without modification), the following development shall not be undertaken to the any of the dwellings hereby approved without express planning permission first being obtained from the Minister for Planning and Environment.

- Extension to the dwelling (to include a conservatory);



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- Free standing buildings within the curtilages of the dwelling;
- Addition or alteration to the roof;
- Erection of a porch;
- Any windows or dormer windows;
- Hard surfacing;
- Container for the storage of oil;
- Satellite antenna, and
- Fences, gates or walls.

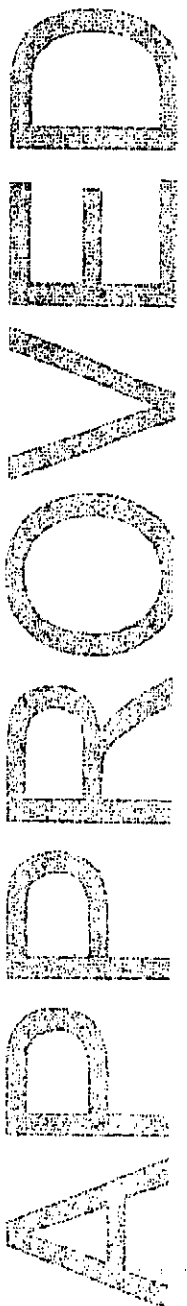
Please see informative below.

15. Within 3 months of the date of this Permit, an external works drawing indicating the precise details of the proposed boundary treatment arrangements (to include materials details and finishes) to serve the new development shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented in full and shall be retained and maintained as such.

For the avoidance of doubt, none of the boundary treatments specified shall include wooden fencing.

16. Within 3 months of the date of this Permit, an investigation of the site shall be undertaken to quantify the type, extent and concentration of any soil contamination which may exist on the site, but primarily within the area of the former buildings. The investigation shall be undertaken in accordance with a brief which shall first be agreed in writing with the Minister for Planning and Environment. The results of the investigation shall be provided to the Minister for Planning and Environment and shall include recommendations for a scheme of remediation and foundation design, protection and implementation. The approved scheme shall be implemented in full and written evidence to confirm completion of the work provided to the Minister for Planning and Environment.

17. Within 3 months of the date of the Permit, a Construction Environmental Management Plan (CEMP) shall be submitted to and approved in writing by the Minister for Planning and Environment. For the avoidance of doubt, this plan should cover all aspects and elements that were the subject of the submitted



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Environmental Impact Assessment undertaken by Peter Brett Associates July 2010 and water and waste issues to include:

- crushing/screening;
- wheel washes;
- storage of oils and chemicals;
- spill management and groundwater management;
- hazardous waste arising from the sub-station;
- the evidence of any asbestos on site;
- construction waste; water quality; methods to be implemented to protect the stream during the construction phase from pollution;
- the management of the dewatering by pumping from sumps cut in the base of excavations;
- further sampling to complete the contamination assessment post-demolition of the structures on site;
- details of the proposed decommissioning of oil installations and associated pipework to avoid pollution and groundwater below the site;
- additional details regarding the strategy for dealing with any contamination both in terms of the interim period and any ultimate disposal/treatment and detailed analysis from the existing boreholes to ascertain the current groundwater chemistry below the site and any subsequent risk to groundwater during the construction phase and post development.

The approved CEMP shall be implemented in full.

18. The proposed Demolition and Waste Management Plan shall be implemented in full in accordance with the details contained in the submitted report dated 23rd July 2010 (States Reference No. P 2010 1116 Drawing AS), with any variation to the programme having been agreed in writing with the Minister for Planning and Environment before the work is undertaken.

19. For the avoidance of doubt and in accordance with the requirements of Policies WM1 and WM2 of the Adopted Island Plan 2002.

20. In addition to the requirements of Condition 19 above, and prior to the first commencement of any superstructure works on site, precise details of an additional work of art, to include details of the Appointed Art Advisor and cost,



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together with the location of the site on a publicly viewable site within the Parish of St. Saviour, shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved work of art must then be installed prior to the first use/occupation of the development hereby approved unless otherwise agreed in writing.

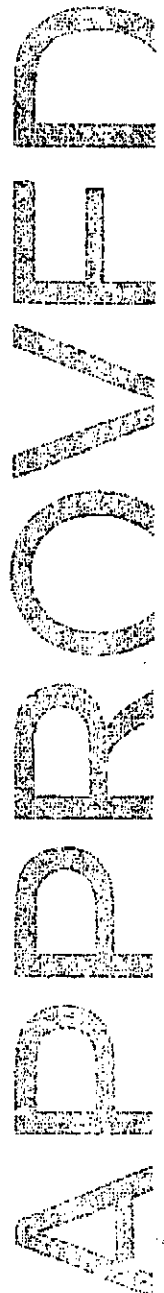
21. A site specific Nitrogen Dioxide monitoring programme should be commissioned to evidence the impact of the scheme on air quality. The monitoring programme should establish an NO² baseline using a minimum 2 week data from a UK accredited laboratory prior to any development: monitor throughout the construction phase in monthly intervals and for a period of 18 months once all works on site have been completed. On completion of the full monitoring programme, the applicant should submit a formal report from the UK accredited laboratory outlining the results, together with conclusions on the relative impact of the scheme on the environment.

22. Prior to the occupation of the first dwelling on site, details of the measures taken to comply with BS 8233:1999 'Good', shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented on the remaining dwellings on site and retained and maintained as such in perpetuity.

23. In conjunction with Condition 17 above, any fill exported from the site must be shown, through chemical analysis, to be 'inert' and the developer must submit a full and detailed log recording the final disposal site for all exported material, before any is removed from the site.

24. No tree felling or hedge removal or any clearance works shall be undertaken between the period 1st March to 31st July 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 Minister for Planning and Environment at least 5 working days in advance of any felling or clearance works.

25. Prior to first occupation, all residential dwellings shall achieve a Level 3 Sustainability Rating as set out in the Code for Sustainable Homes (Communities



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and Local Government, December 2006) or similar local relevant standard to be approved in writing by the Minister for Planning and Environment. Compliance with this rating shall be certified by a registered assessor and shall be confirmed and approved in writing by the Minister for Planning and Environment within 6 months of the date of this Permit.

26. Prior to the first commencement of any superstructure works on site, details of the precise location on site of a Separated Recycling Point together with the facilities to be provided therein and maintenance arrangements, shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be undertaken before the first occupation of any dwelling on site and shall thereafter be retained and maintained as such.

27. All dwelling units hereby approved shall have an accessible electric outlet for recharging electric vehicles off-street. Before the first occupation of any dwelling, precise details of the proposed location of each electric outlet shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented in full and retained and maintained as such.

28. In addition to the requirements of Condition 27 above, there shall be a minimum of 2no. electric car charging points located within the proposed basement car park area. Precise details of the proposed location of the electric outlets shall be submitted to and approved in writing by the Minister for Planning and Environment before the development is first brought into use. The approved scheme shall be implemented in full and retained and maintained as such.

29. Prior to the first commencement of any superstructure works on site, precise details of the proposed measures to be undertaken on the new immediately adjoining dwellings in order to protect the occupiers of No. 5 Welton Farm from overlooking and loss of amenity shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be undertaken in full prior to the first occupation of any of those new dwellings and shall thereafter be retained and maintained as such.

30. Within 3 months of the date of this Permit, revised details shall be submitted indicating the provision of an additional 5no. visitor car parking spaces within the



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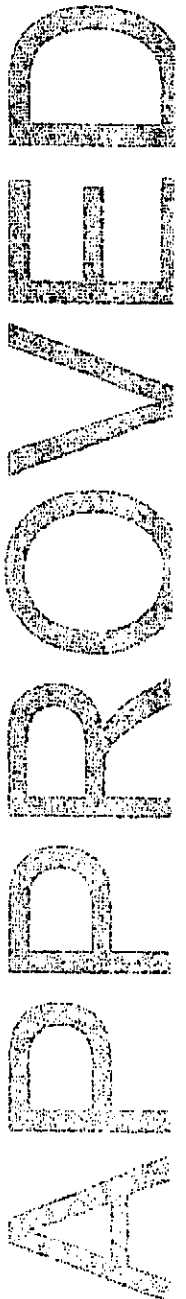
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development, together with details of the measures to be implemented to deter vehicle parking to the property frontages within the development and a timetable for undertaking the approved details, shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall thereafter be retained and maintained as such.

31. This permission does not purport to grant consent for the proposed location of the Communal Satellite Station within Field 530A as indicated on the submitted Landscape Master Plan. Prior to the first commencement of any superstructure works on site precise details of the proposed location of the Communal Satellite Station within the built development area of the site shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented in full and retained and maintained as such.

Reason(s)

1. For the avoidance of doubt and in accordance with the requirements of Policies G2 and G3 of the Adopted Island Plan 2002.
2. Reason: To improve the highway and public transport infrastructures in accordance with the requirements of Policies TT1; TT15 and TT22 of the Adopted Island Plan 2002.
3. To safeguard the character and appearance of the area and in accordance with the requirements of Policies G2 and G3 of the Adopted Island Plan 2002.
4. To safeguard the character and appearance of the area in accordance with the requirements of Policies G2 and G3 of the Adopted Island Plan 2002.
5. To safeguard the character and appearance of the area in accordance with the requirements of Policies G2 and G3 of the Adopted Island Plan 2002.
6. To prevent trees on site from being damaged during building works in accordance with the requirements of Policy G14 of the Adopted Island Plan 2002.
7. To prevent hedges and hedgerows on site from being damaged during building works in accordance with the requirements of Policy G14 of the Adopted



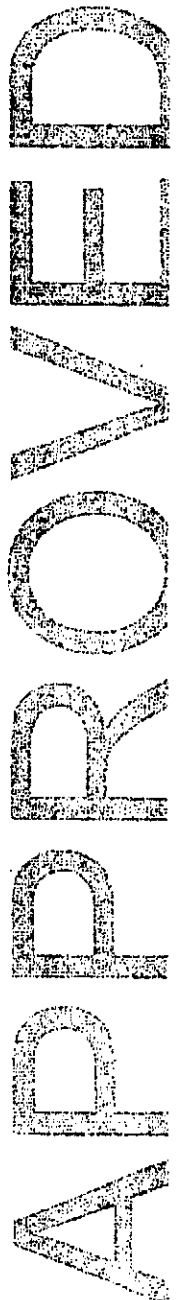
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Island Plan 2002.

8. To ensure satisfactory drainage arrangements and to avoid flooding in accordance with the requirements of Policy G3 of the Adopted Island Plan 2002.
9. To ensure satisfactory drainage arrangements and to avoid flooding in accordance with the requirements of Policy G3 of the Adopted Island Plan 2002.
10. To avoid congestion in the surrounding area and to protect the amenities of the area in accordance with the requirements of Policy G3 of the Adopted Island Plan 2002.
11. To safeguard the visual amenities of the area and to ensure the use of appropriate detailing in accordance with the requirements of Policy G3 of the Adopted Island Plan 2002.
12. To safeguard the character and appearance of the area in accordance with the requirements of Policies G2 and G3 of the Adopted Island Plan 2002.
13. To safeguard the residential character of the neighbourhood and to ensure the provision of adequate off-street parking accommodation to avoid congestion of adjoining streets by parked vehicles in accordance with the requirements of Policy G2 of the Adopted Island Plan 2002.
14. To enable the Minister for Planning and Environment to control the development and so 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 compliance with the requirements of Policy G2 of the Adopted Island Plan 2002.
15. To safeguard the character and appearance of the area in accordance with the requirements of Policies G2 and G3 of the Adopted Island Plan 2002.
16. Reason: To ensure that the site is fully remediated before development takes place and that the buildings are suitably protected in accordance with the requirements of Policies G2 and G17 of the Adopted island Plan 2002.



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17. For the avoidance of doubt and in accordance with the requirements of Policy G17 of the Adopted Island Plan 2002.
18. For the avoidance of doubt and in accordance with the requirements of Policies WM1 and WM2 of the Adopted Island Plan 2002.
19. So as to accord with the provisions of Island Plan Policy BE12.
20. So as to accord with the provisions of Island Plan Policy BE12.
21. To monitor the impact of the scheme on Nitrogen Dioxide air quality in accordance with the requirements of Policy G2 of the Adopted Island Plan 2002.
22. To ensure satisfactory noise insulation in accordance with the requirements of Policy G2 of the Adopted Island Plan 2002.
23. For the avoidance of doubt and in accordance with the requirements of Policies WM1 and WM2 of the Adopted Island Plan 2002.
24. To ensure the protection of any nesting birds and any recognised species in accordance with the requirements of Policy G2 of the Adopted Island Plan 2002.
25. So as to accord with the provisions of Policies G2 and G3 of the Adopted Island Plan 2002.
26. So as to accord with the provisions of Policy WM2 of the Adopted Island Plan 2002.
27. So as to accord with the provisions of Policies NR5 and TT21 of the Adopted Island Plan 2002.
28. So as to accord with the provisions of Policies NR5 and TT21 of the Adopted Island Plan 2002.
29. To safeguard the amenities of the adjoining local residents in accordance with the requirements of Policies G2 and H8 of the Adopted Island Plan 2002.

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30. To safeguard the residential character of the neighbourhood and to avoid congestion of adjoining streets by parked vehicles in accordance with the requirements of Policy G2 of the Adopted Island Plan 2002.

31. To safeguard the character and appearance of the area in accordance with the requirements of Policies G2 and G3 of the Adopted Island Plan 2002.

INFORMATIVES:

For your information, the development should be constructed in accordance with the guidance contained in the States' Guidelines on Noise Control for construction sites (Attached); BS 5228: Noise and Vibration Control on Construction and open sites and the Lord Mayor's Best Practice Guidance: The control of Dust and Emissions from Construction Sites (Ref: www.london.gov.uk).

The sound insulation within the completed houses will also need to comply with World Health Organisation (WHO) Community Noise Standards (Ref: www.who.int/docstore/peh/noise/guidelines2.html) and BS: 1999 Sound Insulation and Noise Reduction in Buildings.

In respect of Condition 14 above, a Pattern Book of design principles for all extensions and boundary treatments will be available from the retained Architect for the scheme (or from any other previously agreed architect for the scheme) and all new developments of this nature will be required to adhere to these details.

In respect of Conditions 15 and 16 above, All work on site must comply with Supplementary Planning Guidance: Planning Advice Note No.2 – Development of Potentially Contaminated Land (2005). The applicant shall liaise with all regulatory bodies prior to the commencement of the development.

In respect of Conditions 16 and 17 above, if significant contamination is identified, Environmental Protection and Health Protection should be notified and a suitable remediation strategy provided to deal with the issues.



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In respect of Condition 18 above, if any waste is to be used, imported, stored or processed on site, the applicant will be required to demonstrate that an appropriate exemption exists for the use. Storage or processing of the waste or a waste management licence will need to be obtained from the Environmental Protection of the Environment Department.

Any asbestos identified on site should be dealt with in accordance with the provisions of the Waste Management (Jersey) Law 2005.

Where wastes or other materials are imported to the development site, a risk assessment should be carried out to ensure that the use of these materials does not present an unacceptable risk of pollution to the environment, controlled waters or human health. The materials should be adequately characterized both chemically and physically by sampling and analysis if necessary to ensure that the use of the materials will not cause pollution of the environment.

Audible records should be kept of the types of material, a written description and the sources (including addresses and location plans) of such material and verification of its clean and uncontaminated nature. Records should include site surveys, risk assessments, copies of analysis reports and details of the dates and quantities of materials imported along with plans showing the location of materials used within the development site.

The applicant is advised to contact the Waste Regulation Section of the Environment Department to discuss the proposed disposal of ammonia to the United Kingdom and any subsequent requirements prescribed by the Waste Management (Jersey) Law 2005.

In respect of Condition 24 above, it is the responsibility of the applicant to inform all site workers that they are made aware of the possibility of protected species on site and advised that it is their responsibility under the Conservation of Wildlife (Jersey) Law 2000 to stop work and notify the Environment Department immediately should any species be found so that mitigation can be arranged.

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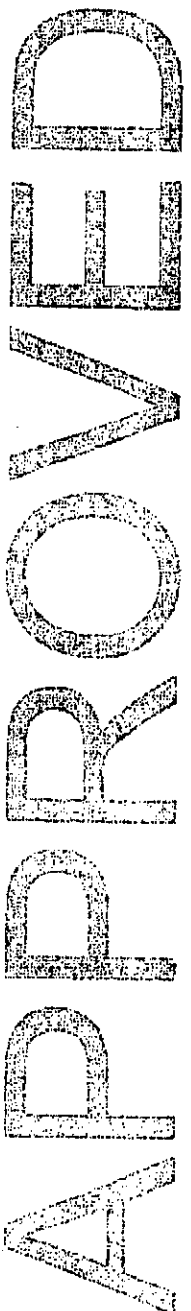
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FOR YOUR INFORMATION:

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

- A: Location Plan
- B: Proposed Full Site Plan
- C: Proposed Full Site Roof Plan
- D: Plot 35 & 36 Floor Plans
- E: Plot 35 & 36 Elevations
- F: Plot 37 & 38 Floor Plans
- G: Plot 37 & 38 Elevations
- H: Unit 39 Floor Plans
- I: Unit 39 Elevations
- J: Unit 40 Floor Plans
- K: Unit 40 Elevations
- L: Unit 41 Floor Plans
- M: Unit 41 Elevations
- N: Plot 42-47 Floor Plans 1 of 2
- O: Plot 42-47 Floor Plans 2 of 2
- P: Plot 42-47 Elevations
- Q: Units 49-54 & 59-66 Floor Plans
- R: Units 49-54 & 59-66 Elevations
- S: Unit 68 (67 handed) Floor Plans
- T: Unit 67 (67 handed) Elevations
- U: Unit 69 Floor Plans
- V: Unit 69 Elevations
- W: Unit 70 Floor Plans
- X: Unit 70 Elevations
- Y: Plots 69 & 70 Garages
- Z: Plots 71-79 Ground Floor Plan
- AA: Plots 71-79 First Floor Plan
- AB: Plots 71-79 Second Floor Plan
- AC: Plots 71-79 Roof Floor Plan
- AD: Unit 71-79 Elevations
- AE: Plots 80 & 81 Floor Plans
- AF: Plots 80 & 81 Elevations - East & West
- AG: Plots 82-88 Floor Plans 1 of 2
- AH: Plots 82-88 Floor Plans 2 of 2



Planning Permit Revision/Amendment to Original Permission

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RP/2010/1116

AI: Plots 82-88 Elevations
AJ: Garage Stairs & Dovecote
AK: Basement Carepark Site Layout
AL: Basement Carpark Layout
AM: Street Elevations 1 of 2
AN: Street Elevations 2 of 2
AO: Foul & Surface Water Sewers Layout
AP: Outline Landscape Plan
AQ: Fire Strategy Report
AR: Transport Statement
AS: Waste Management Report
AT: EIA Statement Addendum Report
AU: Design Statement
AV: Sustainability Report
AW: Percentage for Art Statement
AX: Landscape Master 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.

13/10/2010 Signed



for Director

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THIRD SCHEDULE

The Developer's and the Owners' Covenants with the Minister

The Developer and the Owners respectively in regard to the Site jointly and severally covenant, agree and undertake:

BUS SHELTERS

- 1 to pay to the Treasurer of the States the Bus Shelter Contribution within fourteen days of demand from the Minister or before Occupation of the Development whichever is the earlier
- 2 Not to Occupy the Development until the Bus Shelter Contribution shall have been paid to the Treasurer of the States

BUS SERVICES

- 3 to pay to the Treasurer of the States the Bus Services Contribution within fourteen days of demand from the Minister or before 50% of the Dwelling Units shall be Occupied whichever is the earlier
- 4 No more than 50% of the Dwelling Units shall be Occupied until the Bus Services Contribution shall have been paid to the Treasurer of the States

FOOTPATH

- 5 to pay to the Treasurer of the States the Footpath Contribution within fourteen days of demand from the Minister or before Occupation of the Development whichever is the earlier
- 6 Not to Occupy the Development until the Footpath Contribution shall have been paid to the Treasurer of the States

PUBLIC ART

- 7 The Developer and the Owners shall commission at their own expense Works of Public Art or Craft to be sited on a suitable site or sites within the Parish of St Saviour subject to (a) a programme of implementation being agreed with and approved in writing, by the Minister and (b) the following being agreed with and approved in writing by the Minister as soon as reasonably practical following the execution of this Agreement:

- a. The design and materials for the Public Works of Art or Craft;

- b. The total cost of such Works of Public Art or Craft (to include the cost of materials, equipment, designs, construction, completion, erection, and all reasonable associated costs) the total cost of which shall not be less than 0.75% of the total construction costs of carrying out the Development in accordance with the Planning Permit;
 - c. The proposed siting of the Works of Public Art or Craft.
- 8 The Developer and the Owners shall at their own expense arrange for the Works of Public Art or Craft to be erected at the location(s) approved under paragraph 5(c) above before any Dwelling Unit is Occupied.
- 9 The Developer and the Owners shall procure that a proper legal framework for the inspection cleaning repair and maintenance in perpetuity by the party having responsibility in perpetuity for the communal infrastructure at the Development of the Works of Public Art or Craft is put in place before any Dwelling Unit is Occupied.
- 10 The Works of Public Art or Craft shall not be repositioned or removed from their approved siting except with the prior written permission of the Minister except for routine repair, maintenance or cleansing and then it shall be returned to their approved sites within 14 days of such works having been completed.

TRAVEL PLAN

- 11 Not more than 50% of the Dwelling Units shall be Occupied until the Developer shall have secured the appointment of a Travel Plan Co-ordinator.
- 12 To appoint a Travel Plan Co-ordinator prior to more than 50% of the Dwelling Units being Occupied which post shall be maintained following Completion for a minimum period of five (5) years following Completion. The Travel Plan Co-ordinator will have the duties and responsibilities set out in the Fourth Schedule.
- 13 To comply and procure compliance with the provisions of the Travel Plan from the date that more than 50% of the Dwelling Units are Occupied until such responsibility is assumed by the Management Company.
- 14 That owners of the Dwelling Units in their contracts of acquisition shall be bound in perpetuity to comply with the terms of the Travel Plan in so far as it relates to any such Dwelling Unit

COMMUNITY TRANSPORT (CHAR-À-BANC) SERVICE

15 The Developer and the Owners shall no later than the Relevant Date provide to the Management Company or to a subsidiary of the Management Company a Qualifying Minibus together with funding in an amount of five thousand five hundred pounds (£5,500) in respect of Ancillary Start Up Costs so as to enable the Management Company or its subsidiary to provide a community transport (char-à-banc) service for the benefit of residents of the Development provided always that in the event that the Management Company shall have agreed with the management company responsible for the management and administration of the common areas and facilities at the Other Development arrangements for a community transport (char-à-banc) service for the benefit both of residents of the Development and of residents of the Other Development, the obligations of the Owners and the Developer under this paragraph 15 shall be deemed to have been discharged if by the Relevant Date there shall have been provided to an entity nominated jointly by the Management Company and the management company responsible for the management and administration of the common areas and facilities at the Other Development three (3) Qualifying Minibuses together with funding in an amount of sixteen thousand pounds (£16,000) in respect of Ancillary Start Up Costs in totality in respect of the Development and the Other Development.

OWNERS

16 That the obligations undertaken by the Owners shall relate respectively to those parts of the Site in which they respectively have the interest as detailed in the First Schedule, but each of them concurs in and will do all such things as are reasonably necessary to enable the other to carry out its obligations hereunder

FOURTH SCHEDULE

DUTIES OF THE TRAVEL PLAN CO-ORDINATOR

1. To implement and manage the Travel Plan and monitor performance thereof.
2. To promote the objectives and aims and benefits of the Travel Plan.
3. To liaise with all residential occupiers of all Dwelling Units with regard to the Travel Plan.
4. To encourage participation and compliance with the Travel Plan by the occupiers of all Dwelling Units.
5. To monitor car, bus, bicycle and motor cycle usage across the Site.
6. To prepare bi-annual monitoring reports to the TTS Minister in accordance with requirements of the Travel Plan.
7. To act as a point of contact on transport and Travel Plan matters at the Site for residents of the Dwelling Units and visitors to the Dwelling Units and the Site and the TTS Minister.
8. To perform any other duties set out in the Travel Plan and/or as may be reasonably requested by the Developer and the Owners from time to time.

FIFTH SCHEDULE

MINISTER'S COVENANTS

Repayment of contributions

- 1 The Minister hereby covenants with the Developer and the Owners to use or procure the use of all sums received by the Treasurer of the States from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other planning purposes arising from the Development as the Minister shall in his discretion consider to be reasonably appropriate in the circumstances.
- 2 Subject to paragraphs 3 and 4 below the Minister covenants with the Developer and the Owners that he will procure or arrange that the Treasurer of the States will pay to the Developer such amount of any payment made by the Developer and 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 receipt by the Treasurer of the States of such payment.
- 3 Should the Footpath be completed for a sum less than the Footpath Contribution any residue may be applied by the Minister and added to the Bus Service Contribution in which case the Bus Services Contribution will be deemed to have increased by such residue
- 4 The Minister covenants with the Developer and the Owners that he will procure or arrange that the Treasurer of the States will pay to the Developer such amount of the Bus Services Contribution made by the Developer and 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 ten years of the date of receipt by the Treasurer of the States of such payment.

Signed on behalf of [REDACTED]
by [REDACTED]

in the presence of [REDACTED] Y. FILLIEUL

this 22 day of February 2012

Signed on behalf of the Developer
by [REDACTED] Jean Le Gras Bisson

in the presence of [REDACTED] T.G. HART

this 21st day of November 2011

Signed on behalf of the First Owner
by [REDACTED] Jean Le Gras Bisson

in the presence of [REDACTED] T.G. HART

this 21st day of November 2011

Signed on behalf of the Second Owner
by [REDACTED] Jean Le Gras Bisson

in the presence of [REDACTED] T.G. HART

this 21st day of November 2011

Signed on behalf of the First Hypothecator

by ... R. Lockyer

in the presence of ... JASON GREGG

this 19 day of January 2012

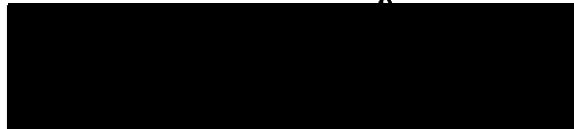


Signed on behalf of the Second Hypothecator

by ... ANDREW LE GALLAIS, CHAIRMAN. JMTTS

in the presence of ADVOCATE C. R. de J. RENOVÉ

this 31st day of JANUARY 2012



Signed on behalf of the Security Trust

by ... R. Lockyer

in the presence of MICHELLE JIMUS

this 23 day of January 2012

