

In the Royal Court of Jersey

Samedi Division

In the year two thousand and eight, the twenty-second day of April.

Before the Judicial Greffier.

Upon the application of Her Majesty's Solicitor General, IT IS ORDERED that the Planning Obligation Agreement between the Minister for Planning and Environment and Bel Royal (Jersey) Limited, Jersey Steel Company (1935) Limited, Dandara Holdings Limited, Barclays Private Clients International Limited and Michael Blair Sarre in relation to land at Fields 848, 851, 854, 861, 862A and 863A, Bel Royal, St Lawrence and the Jersey Steel Site, Goose Green, St Peter, be registered in the Public Registry of this Island.



Greffier Substitute

LOD

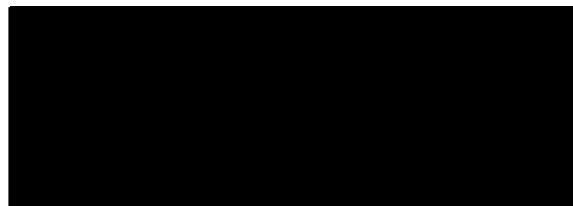
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**In the Royal Court of Jersey
(Samedi Division)**

Her Majesty's Solicitor General has the honour to request the Court to order the registration in the Public Registry of this Island of a Planning Obligation Agreement entered into between the Minister for Planning and Environment dated 11th April 2008, Bel Royal (Jersey) Limited, Jersey Steel Company (1935) Limited, Dandara Holdings Limited, Barclays Private Clients International Limited and Michael Blair Sarre relating to the land at Fields 848, 851, 854, 861, 862A and 863A Bel Royal St Lawrence and the Jersey Steel Site, Goose Green, St Peter attached hereto.



**H.M. Solicitor General
22nd April, 2008**



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

relating to the development of Fields 848, 851, 854,
861, 862A & 863A Bel Royal St Lawrence

Dated : 11th April 2008

The Minister for Planning and Environment (1)

Bel Royal (Jersey) Limited (2)

Jersey Steel Company (1935) Limited (3)

Dandara Holdings Limited(4)

Barclays Private Clients International Limited

Michael Blair Sarre

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DATE 11/4/2008

PARTIES

- (1) The Minister for Planning and Environment of c/o the Greffier of the States of Jersey Mourier House Halkett Place St Helier Jersey ("the Minister")
- (2) Bel Royal (Jersey) Limited of 1 Le Marchant Street St Peter Port Guernsey ("the Owner")
- (3) Jersey Steel Company (1935) Ltd of Goose Green Marsh St Peter JE3 7BU ("Jersey Steel")
- (4) Dandara Holdings Limited of Dandara Group Head Office Isle Of Man Business Park Cooil Road Braddan Isle of Man ("the Guarantor")
- (5) Barclays Private Clients International Limited of c/o H A Pim Appleby 13-14 Esplanade St Helier Jersey JE1 1BD ("the First Hypothecator")
- (6) Michael Blair Sarre of c/o P W Luce Le Gallais & Luce 6 Hill Street St Helier Jersey JE4 8YX ("the Second Hypothecator")

RECITALS

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

The Owner submitted the Application to the Minister.

Having regard to the purposes of the Law the Island Plan 2002 and all other material considerations the Minister decided on 21 March 2007 to grant planning permission for the Development subject to the completion of this Agreement in accordance with Condition 2 of the said Planning Permit.

The Owner warrants that it is the owner of the Site to which it has right in perpetuity (*à fin d'héritage*) thereto by virtue of the hereditary contracts of acquisition referred to in the First Schedule.

Jersey Steel has an interest in the Jersey Steel Site by virtue of the hereditary contracts of acquisition referred to in the Second Schedule and has agreed to be a party to this Agreement only to the extent to give effect to the obligation on the part of the Owner concerning Noise Mitigation Measures

The First Hypothecator has an interest in the Site by virtue of three judicial hypothecs (*hypothèques judiciaires*) dated 25th May 2007 (as to part of the Site) and 29th June 2007 and 14th December 2007 (as to the remainder)

The Second Hypothecator has an interest in the Site by virtue of five simple conventional hypothecs (*hypothèques conventionnelles simples*) forming part of the contract of purchase dated 2nd May 2003 of a part of the Site by the Owner (under its former name of Nestor Limited)

The Owner and the Guarantor both acknowledge that this Agreement is legally binding

The parties have agreed to enter into this Agreement in order to secure the planning obligations contained in the Planning Permit.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

OPERATIVE PART

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DEFINITIONS

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

"AHS"	the approved housing site being that part of the Site on which that part of the Development consisting of housing is to be built which said area is shown for the purposes of identification only coloured grey on Plan 1
"AHS Infrastructure"	means the landscaping or planting, footpaths, cycle ways, roads, parking areas, village square, lighting and buffer zones (including the buffer strip along Le Perquage (Field 853)), within the AHS
"AHS Infrastructure Works"	works to be carried out under paragraph 4.2 of the Fourth Schedule in accordance with the AHS Infrastructure Specification
"AHS Infrastructure Specification"	a specification for the carrying out of the AHS Infrastructure Works on the AHS and the maintenance thereof in perpetuity to be agreed in writing between the Owner and the Minister
"Application"	the application for planning permission dated 8 November 2006 (as amended by plans submitted on 9 March 2007) submitted to the Minister for the Development and allocated reference number P/2006/2489
"Appropriate Body"	shall mean in respect of the Public Amenity Areas a body such as the Société Jersiaise or the Jersey Heritage Trust or the National Trust for Jersey or such other person body or institution (be it charitable non-profit making or otherwise) that the Minister considers as being fit proper suitable and appropriate for the purposes of meeting the underlying planning objectives of this Agreement in respect of the Public Amenity Areas; and shall mean in respect of the Community Facilities such person body or institution that the Minister considers as being fit proper suitable and appropriate for the purposes of meeting the underlying planning objectives of this Agreement in respect of the Community Facilities
"Bus Services Contribution"	means the contribution of one hundred and twenty thousand pounds (£120,000) (to be paid to the Treasurer of the States) in order to provide such additional bus services or to improve extant bus services from the west of the Island 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) to provide the Bus Shelter Facilities
"Bus Shelter Facilities"	means the erection of two bus shelters by TTS near the entrance of the Development comprising one shelter on the northern side of St Peters Valley Road on the in bound route to the town of St Helier and one shelter on the Site catering for outbound travel

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- "Commencement of Development" the date on which any operation forming part of the Development begins to be carried out other than those matters specifically authorised and referred to in Condition 3 of the Planning Permit and "Commence Development" shall be construed accordingly.
- "Community Facilities Land" means the site of the Community Facilities shown for identification purposes only with wide black hatching on Plan 1
- "Community Facilities" means the provision of a facility for Community Uses together with 25 car parking spaces as provided in paragraph 3.2 of the Fourth Schedule
- "Community Uses" suitable education or health or welfare or social services or community activities or retail activities to meet local community needs which contribute to meeting the needs of the residents of the Dwelling Units and the wider public
- "Commuted Sum" a reasonable contribution towards the cost of maintaining the Public Amenity Area or the Community Facilities (as the case maybe) to be calculated and certified (in consultation with the Minister for Treasury and Resources) by the Minister (whose certificate shall be final and binding as to the costs therein) in circumstances where the Minister for Treasury and Resources has agreed and has authorised or the States have authorised that the Public are to take ownership of (or otherwise assume the obligation for the maintenance and control) of the Public Amenity Area or the Community Facilities (as the case may be)
- "Development" the Development of the Site for Category A housing to provide three and four bed Dwelling Units together with Five Dwelling Units of Elderly Persons Accommodation including road widening, access improvements, drainage infrastructure, public amenity space and community building as set out in the Application
- "Dwelling Unit" a dwelling house forming part of the Development to be constructed pursuant to the Planning Permit
- "Elderly Persons Accommodation" suitable accommodation to the satisfaction of the Minister for occupation by those solely over the age of fifty five years
- "First Time Buyer" any person who:
Either:
(1) (i) Does not own, and has not previously owned, whether as sole owner or jointly or in common with any other person or persons:
(a) Any immovable property
(b) Either in his own name or as beneficial owner, shares in any company, ownership of which confers the right to occupy residential accommodation;
and

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- (ii) Is neither married to, nor buying as co-owner with, any person who does not fall within (i) above

or

- (2) Has been approved by the Housing Minister as being a person who would be in need of assistance in order to acquire property and to whom consent should be granted to acquire or to occupy the residential accommodation as the case may be, notwithstanding the fact that he does not fall within (1) above any refusal by the Housing Minister to approve a person as being in need of assistance to acquire or occupy property being subject to review by the Minister, who shall have power to overrule the decision of the Housing Minister

"Foul Drainage Works"	works to be carried out under paragraph 10.2 of the Fourth Schedule for means of disposal of foul drainage from the Site in accordance with the Foul Drainage Works Specification
"Foul Drainage Works Specification"	a specification for the carrying out of the Foul Drainage Works and the maintenance thereof in perpetuity to be agreed in writing between the Owner and the Minister
"Grassed Play Area"	the area of land forming part of the Public Amenity Area to be available for use as an informal play area as shown for the purposes of identification cross hatched black on Plan 1
"Housing Minister"	the Minister for Housing charged with the administration of the Housing (Jersey) Law 1949
"Index"	All Items Index of Retail Prices for Jersey as issued by the Statistics Unit to the States of Jersey.
"Interest"	interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time.
"Jersey Steel Site"	the land of Jersey Steel against which this Agreement may be enforced as shown edged with a broken black line on Plan 2.
"Jersey Steel Noise Mitigation Measures"	Installation of the following

Automatic Roller Shutter Door

An automatic roller shutter door with rapid action, default closing.

The door should be supplied as a single package comprising of the door leaf, framework and integral seals.

Lean-to Building

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A lean-to building is to be constructed on the eastern façade of the factory on the Jersey Steel Site, to the dimensions and of the materials specified in Dandara Jersey Limited's drawings JY35.01-DA-000, Rev P1, JY35.01-DA-001, Rev P5,

JY35.01-DA-002, Rev P7, JY35.01-DA-003, Rev P8, JY35.01-DA-004, Rev P7, JY35.01-DA-005, Rev P3, with two large openings (10m x 5m), one in north façade and one in the south. These openings will allow vehicular access to the automatic roller shutter door towards the east of the factory on the Jersey Steel Site

The lean-to is to be constructed of Kingspan insulated KS1000RW material, or equivalent, and it should be of gap-free construction. Any gaps should be filled with a flexible silicon-based sealant.

Close Boarded Fence

A 1.8m high close boarded fence is to be established near to the eastern boundary of the Jersey Steel site, parallel to the 'Perquage Walk', as shown in Dandara Jersey Limited drawing No JY35.01-DA-001 Rev P5.

"Law"

the Planning and Building (Jersey) Law 2002

"Lay Out"

in the context of the Public Amenity Area means to prepare cultivate and plant and install seating fencing paths and apparatus in accordance with the Public Amenity Area Specification

"Noise Mitigation Measures"

the measures that are to be incorporated in the scheme for protecting the Dwelling Units from unreasonable noise arising from plant and machinery and other activity associated with the existing adjacent industrial and commercial use of the Jersey Steel Site approved by the Minister being the combination of The Owner Noise Mitigation Measures and Jersey Steel Noise Mitigation Measures and any other measures reasonably required by the Minister to enable compliance with Department of Environment Planning Policy Guidance 24, 'Planning and Noise' and World Health Organisation publication 'Guidelines for Community Noise', 1999 as part of any application to him in respect of the Owner Noise Mitigation Measures;

"Occupation" and "Occupied"

occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.

"Offsite Drainage Specification"

a design specification to be prepared by the Owner and submitted to the TTS Director, Waste Management and approved by him for the carrying out of works by the Owner for the disposal of surface water by means of the SWPS

"Offsite Drainage Works"

those works (including the SWPS Works) to be carried out by the Owner outside of the AHS in accordance with the Offsite Drainage Specification

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- "Offsite Drainage Works Bond"** a bond from a financial institution approved by the Minister in favour of the Treasurer of the States in the amount of the Offsite Drainage Works Costs should the TTS Director, Waste Management need to carry out the Offsite Drainage Works following an unremedied default (for whatever reason or circumstance) by the Owner to carry out the same
- "Offsite Drainage Works Costs"** such costs (including supervision technical administrative and procedural costs arising after 1st September 2007) for carrying out the Offsite Drainage Works as are estimated by the TTS Director, Waste Management (acting reasonably) for the carrying out by the Owner of the Offsite Drainage Works which for the avoidance of doubt shall include (but not be limited to the following:
- a) the cost of construction
 - b) the cost of acquisition of land or other interest in land or consent to access land required for the provision of the said works
 - c) compensation (including any payable under Article 38 of the Drainage (Jersey) Law 2005) reinstatement and accommodation works
 - d) design approval fees the costs of site investigation and the construction of all sewers pumping stations and machinery and other works and expenses incidental thereto including administrative on costs legal costs and financing charges during construction of the SWPS Works
 - e) compensation to the Public of the Island of Jersey for the loss (including any temporary loss during construction) of any car parking spaces to accommodate the SWPS
- "Offsite Highways Specification"** a design specification (including any matters arising by reason of the additional drawing required under planning condition No. 8 of the Planning Permit) to be prepared by the Owner and submitted to the Minister and approved by him for the carrying out by the Owner of road widening works to St Peters Valley Road, together with the associated arrangements for access to the Site, new public footways and pedestrian refuge and the installation of two speed activated traffic signs in a location and to a design agreed by the TTS Director of Transport
- "Offsite Highways Works"** those works to be carried out in accordance with the Offsite Highways Specification
- "Offsite Highways Works Bond"** a bond from a financial institution approved by the Minister in favour of the Treasurer of the States in the amount of the Offsite Highways Works Costs should the TTS Director of Transport need to carry out the Offsite Highway Works following unremedied default (for whatever reason or circumstance) by the Owner to carry out the same

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“Offsite Highways Works Costs” such costs (including supervision technical administrative and procedural costs arising after 1st September 2007) for carrying out the Offsite Highways Works as are certified by the TTS Director of Transport (acting reasonably)

“Owner Jersey Steel Payment” such sum approved by the Minister (acting reasonably) which shall be paid by the Owner into an escrow account to be maintained on terms approved by the Minister sufficient fully to reimburse to Jersey Steel the costs incurred by Jersey Steel in carrying out the Jersey Steel Noise Mitigation Measures

“Owner Noise Mitigation Measures”

The following will be undertaken

Eastern Facing acoustic fences

All generally eastward facing boundaries to private gardens will have close boarded fence to a height of 1.8 metres with solid panels.

Earth Berm

A large earth bank, or berm, is to be constructed near to the western boundary of the Site in the area known as Field 853 as shown Dandara Jersey Limited drawing JY35.01-DA-001 Rev P5.

Ventilation Measures

The Dwelling Units to be constructed as part of the Development shall be fitted with double glazed units that have a minimum weighted sound reduction index of $R_w = 30$ dB.

Background ventilation will be provided by trickle vents that have a weighted sound insulation measured in accordance with BS EN 20140-10:1992

Additional mitigation for the most exposed dwellings shall be by double glazing units that have a minimum weighted sound reduction index of $R_w = 31$ dB.

and any other measures reasonably required by the Minister to enable compliance with Department of Environment Planning Policy Guidance 24, 'Planning and Noise' and World Health Organisation publication 'Guidelines for Community Noise', 1999 as part of any application to him in respect of the Owner Noise Mitigation Measures

“Plan 1” the plan attached to this Agreement and marked Plan 1

“Plan 2” the plan attached to this Agreement and marked Plan 2

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"Planning Permit"	planning permission P/2006/2489 issued on 8 th May 2007 subject to conditions as set out in the Third Schedule.
"Public Amenity Area"	means the land space or facility (including landscaping and planting) to the South of the Site shown for identification purposes with narrow black hatching on Plan 1 provided for the active or passive recreation of and use by the occupants of the Dwelling Units and the wider public but shall not include use for horse grazing or horse riding
"Public Amenity Area Works"	works to be carried out under paragraph 2.2 of the Fourth Schedule in accordance with the Public Amenity Area Specification
"Public Amenity Area Specification"	a specification for the carrying out of the Public Amenity Area Works on the Public Amenity Area and the maintenance thereof in perpetuity to be agreed in writing between the Owner and the Minister within six months of this Agreement being registered in the Royal Court as evidenced by an Act of the said Court
"Public Art"	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
"Public Art Contribution"	a financial contribution of fifty seven thousand pounds (£57,000) towards Public Art within the Site as agreed by the Owner and the Minister
"Shared Ownership"	such scheme or arrangement as may from time to time be approved by the States in order to make ownership of a residential property accessible to those persons or person who are First Time Buyers and who qualify in accordance with such scheme or arrangement approved by the States and who are unable to acquire property in the general or First Time Buyers housing market
"Site"	the land against which this Agreement may be enforced as shown edged with a thick broken black line on Plan 1.
"Social Rental Accommodation"	shall mean accommodation which is let for rental by a Social Rental Landlord approved for that purpose by the Housing Minister to a person or persons who satisfy the Housing Minister's criteria and qualifications.
"Social Rental Landlord"	shall mean: (a) the Public (b) a Parish (c) a Housing Trust when discharging their function of providing housing for those persons whom the Social Rental Landlord considers, having regard to the criteria set out from time to time by the States or by the Housing Minister as the case may be, to be in need of



	financial and/or social assistance for obtaining accommodation suitable for their needs.
"States"	the Assembly of the States of Jersey.
"SWPS"	a surface water pumping station to be constructed in the car park to the south of Le Perquage on the seaward-side of La Route de la Haule.
"SWPS Commuted Sum"	a sum to be calculated and certified by the Minister (acting reasonably and in consultation with the TTS Minister) (whose certificate shall be final and binding as to the amount therein) for the maintenance of the SWPS for a period of twenty years from the date of it's commissioning and the replacement of the pumps and the control panel serving the same in the SWPS in twenty years from the date of commissioning.
"SWPS Works"	those works carried out by the Owner (including design approval, construction and commissioning) for the provision of the SWPS
"TTS"	Transport and Technical Services.
"TTS Director"	the relevant Director of Transport and Technical Services or his/her appointed representative for the time being to the States of Jersey.
"Treasurer of the States"	the person appointed as such for the time being in accordance with Part 5 of the Public Finances (Jersey) Law 2005
"Watercourse Works"	those works to be carried out by the Owner in accordance with the Watercourse Works Specification
"Watercourse Works Specification"	a specification prepared by the Owner following design work carried out by it to be submitted to the TTS Director, Waste Management and approved by him for the restoration of the watercourses at the Site (including where appropriate rebuilding sections of bank of the watercourse forming part of the Site) in order to prevent or reduce the incidence of uncontrolled flooding and to ensure that most of the water in the Le Perquage watercourse is directly channelled to it's outfall

2 CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

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- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to a law of the States of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Law or deriving validity from it.
- 2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Minister the successors to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law

3 LEGAL BASIS

- 3.1 This Agreement is made pursuant to Article 25 of the Law.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner and Jersey Steel under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Minister against the Owner and Jersey Steel.

4 CONDITIONALITY

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

5 THE OWNER'S COVENANTS AND JERSEY STEEL'S COVENANTS

- 5.1 The Owner covenants and agrees with the Minister as set out in the Fourth Schedule to the intent that this Agreement shall be enforceable without limit of time against the Owner and any person claiming or deriving title through or under the Owner to the Site or any part or parts thereof.
- 5.2 Jersey Steel covenants and agrees with the Minister as set out in the Fourth Schedule to the intent that this Agreement shall be enforceable without limit of time against the Jersey Steel and any person claiming or deriving title through or under Jersey Steel to the Jersey Steel Site or any part or parts thereof.

6 THE MINISTER'S COVENANTS

The Minister covenants with the Owner as set out in the Fifth Schedule.

7 PUBLIC REGISTRY OF CONTRACTS

- 7.1 The Minister shall as soon as practicable following the completion of this Agreement apply to the Royal Court for an order that this Agreement be registered in the Public Registry of Contracts.
- 7.2 The Minister agrees if so requested by the Owner upon the full discharge by the Owner of an obligation under this Agreement formally to acknowledge such discharge and to register in the Public Registry of Contracts evidence of such full discharge the whole without prejudice to all and any continuing obligations of the Owner at that time still undischarged.

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8 MISCELLANEOUS

- 8.1 The Owner shall pay to the Minister on completion and registration of this Agreement the reasonable legal costs of the Minister incurred in the negotiation, preparation and completion of this Agreement.
- 8.2 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Minister or any other person or any estimation of cost is to be given by the Minister or any other party under the terms of this Agreement such agreement, approval or consent or expression of satisfaction or estimate shall not be unreasonably withheld or delayed and any such agreement, consent, approval, expression of satisfaction or estimate may be given on behalf of the Minister by the Director of Planning or any other person nominated by this Agreement and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Director at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing
- 8.3 Any notices on the Owner and the Guarantor shall be deemed to have been properly served if sent by recorded delivery to and addressed to either party marked for the attention of Martin Clancy Managing Director at Dandara Jersey Limited Spectrum House Gloucester Street St Helier Jersey JE2 3DG or such other address in the Island of Jersey as otherwise notified to the Minister by the Owner or the Guarantor for the purpose by notice in writing
- 8.4 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 8.5 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 8.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the whole of Site or the Jersey Steel Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest and for the avoidance of any doubt the Owner is subject to all obligations in this Agreement in respect of the Site until completion of the Development to the satisfaction of the Minister.
- 8.7 If the Owner transfers the Site or any part thereof ("the transferred land") to a third party and enters into an arrangement with that third party for the development of the transferred land by the Owner the Owner will continue to be bound by the terms of this Agreement until completion of the Development and the discharge by the Owner of all and any liability which may have accrued under this Agreement
- 8.8 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 8.9 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

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- 8.10 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from the Public (whether in its public or private capacity) or the Parish of St Lawrence (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
- 8.11 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein
- 8.12 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 or oblige the Public to accept or take a transfer of land
- 8.13 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 or oblige TTS to take over vest or adopt (as the case may be) (save as specifically provided herein) any apparatus drains conduits services highways or other thing capable of being taken over vested in or adopted by TTS and to that end the certificate in writing (such certificate to be accompanied by or make reference to as built drawings) of the TTS Director, Waste Management or TTS Director of Transport (as the case may be) as to the nature and/or extent of such taking over vesting or adoption shall be final
- 8.14 The Minister and/or TTS shall have no liability to the Owner for any costs or delays occasioned by the terms of or failure to obtain or receive timely consents, permissions, orders and approvals or the timeliness of the design, construction or commissioning of any works carried out by TTS
- 8.15 The Guarantor has agreed to join in to this Agreement for the purposes of guaranteeing the obligations of the Owner under this Agreement
- 8.16 Jersey Steel has only joined into this agreement to the extent as is necessary to give effect to and enable the Owner to observe and perform the obligations concerning noise mitigation set out in paragraphs 8.1-8.6 in the Fourth Schedule
- 8.17 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein
- 8.18 All communications and notices served or made under this Agreement shall be in writing
- 8.19 The form of the Offsite Drainage Works Bond and the Offsite Highway Works Bond shall be substantially in such forms as are attached as the Sixth Schedule or in such other forms as agreed between the Minister and the Owner.
- 8.20 The Owner hereby agrees to pay (within 30 days of written demand for the same) the TTS Minister's reasonable procedural and technical fees and costs properly and reasonably incurred by him or his department in respect of supervision technical administration and inspection in respect of the Offsite Drainage Specification the Offsite Drainage Work the Offsite Highways Specification and the Offsite Highways Works incurred as from the 1st September 2007.

9 WAIVER

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

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

10 CHANGE IN OWNERSHIP

The Owner agrees with the Minister to give the Minister written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Agreement have been discharged as soon as shall be practical following any such change in ownership such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

11 INDEXATION

Any sum referred to in the Fourth 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 MINISTER'S ADDITIONAL DEFAULT POWERS

13.1 In the event that the Owner neglects, omits, refuses or otherwise fails to fulfil any of the obligations hereof:

13.1.1 the Minister shall (without prejudice to his enforcement powers under Article 25(10) of the 2002 Law) be authorised:

13.1.1.1 to apportion costs, to require payment thereof, and to appoint an agent if the Owner does not include in the conveyances to the purchasers of the Dwelling Units the provisions required by clause 4.2 of the Fourth Schedule, and to

13.1.1.2 enter the Site and carry out, or cause to be carried, such works as he considers to be reasonably required in the circumstances and the Owner shall allow the Minister access to the Site and shall otherwise provide all such assistance as may be required by the Minister in connection therewith.

13.1.1.3 enter the Jersey Steel Site and carry out, or cause to be carried, such works as he considers to be reasonably required in the circumstances and Jersey Steel shall allow the Minister access to the Jersey Steel Site and shall otherwise provide all such assistance as may be required by the Minister in connection therewith.

13.1.2 the Minister shall be entitled to recover from the Owner and on its default the Guarantor (the Guarantor hereby agreeing to waive any right pursuant to the *droit de discussion* which might arise) the costs, fees and other expenses of and incidental to the works undertaken or any other action taken by him pursuant to this Clause 13.1.

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L1366608.7

14 GUARANTOR'S COVENANTS

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

15 HYPOTHECATORS CONSENT

- 15.1 The First Hypothecator acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the 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 Owner.
- 15.2 The Second Hypothecator acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the 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 Owner.

16. DISPUTE RESOLUTION

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

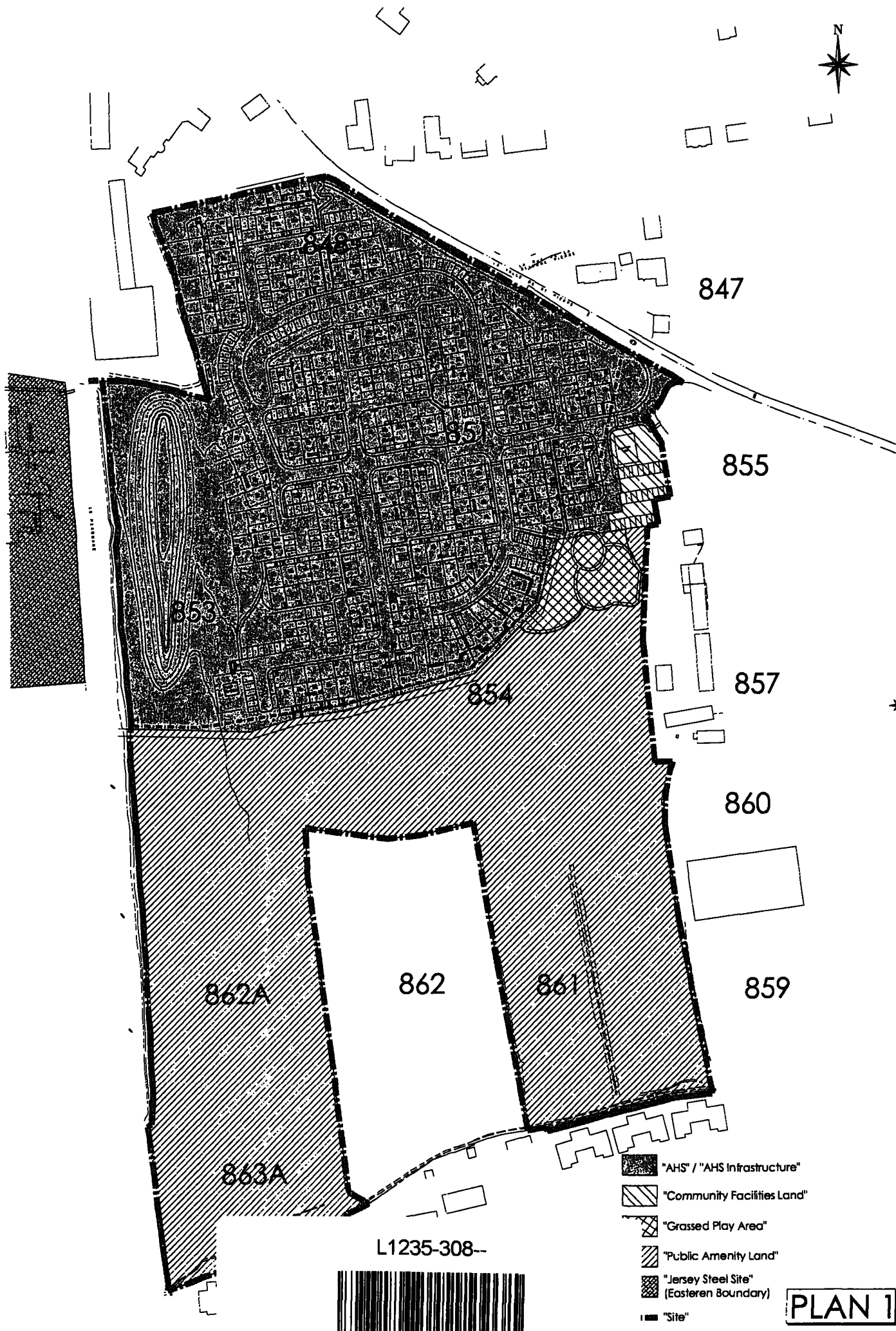
17 JURISDICTION

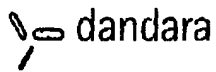
This Agreement is governed by and interpreted in accordance with the law of the Island of Jersey.

L1235-307--



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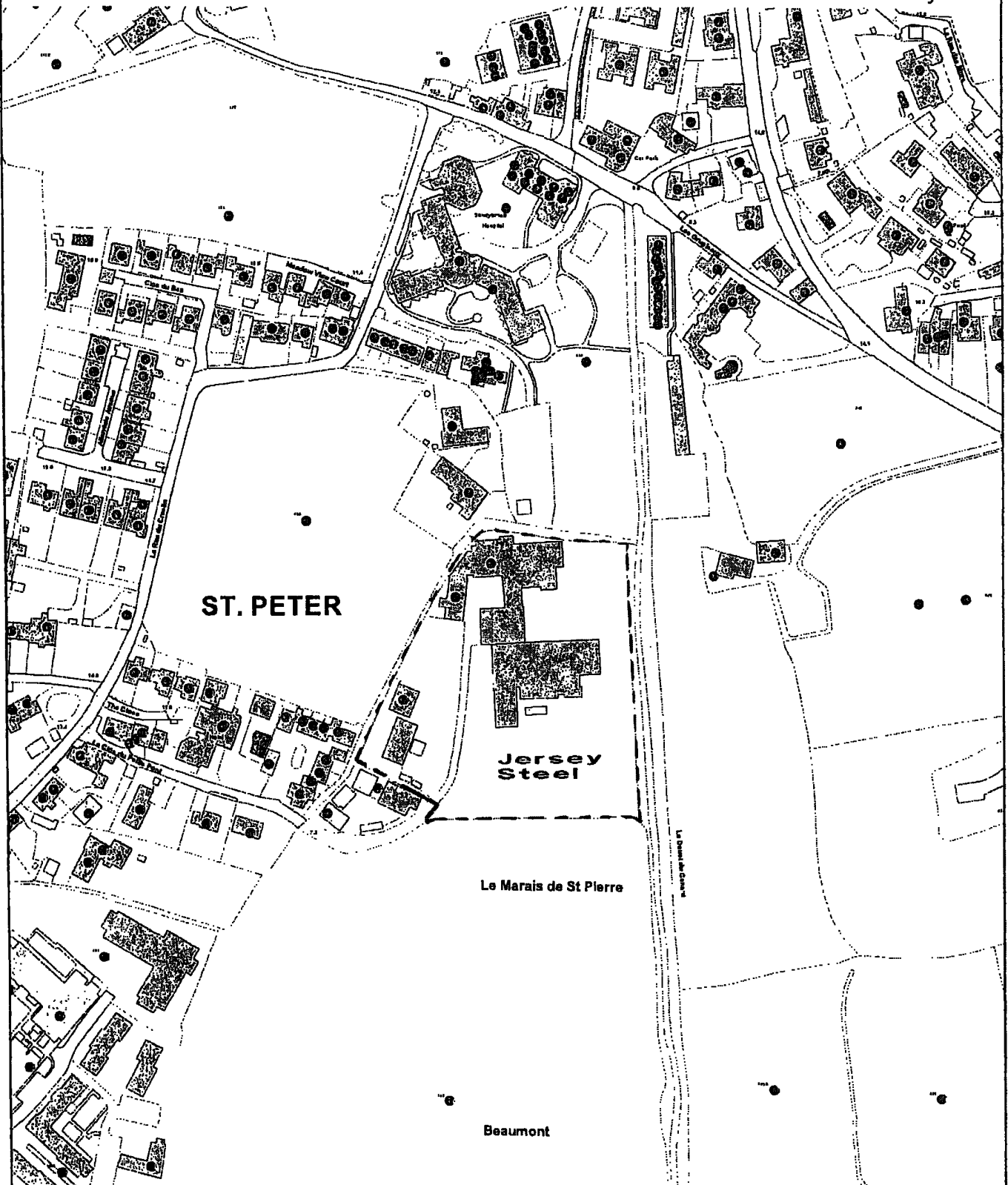
Spectrum House
Gloucester Street
St Helier
Jersey
JE2 3DG

Tel : 01534 506200
Fax : 01534 506222

Licence Number 11



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PLAN 2

L1235-309--



FIRST SCHEDULE

OWNERS TITLE

The Owner has an interest in the Site as follows:

- 1 By hereditary purchase (under its original name of Nestor Limited) by contract passed before the Royal Court of Jersey on the 2 May 2003 from Michael Blair Sarre
- 2 By hereditary purchase from by contract passed before the Royal Court of Jersey on the 1 August 2003 from Roger Paul Le Miere
- 3 By hereditary purchase from by contract passed before the Royal Court of Jersey on the 25 May 2007 from Sandybrook Orchard Limited

L1235-310--



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SECOND SCHEDULE

JERSEY STEEL TITLE

Jersey Steel has an interest in the Jersey Steel Site as follows

- 1 By lease by contract passed before the Royal Court of Jersey on the 1 September 1967 (under its original name of Jersey Steel Company Limited from the Tenants of St Peter's Marsh

L1235-311--



L1366608.7

THIRD SCHEDULE
FORM OF NOTICE OF PLANNING PERMISSION

L1235-312--



Planning and Environment Department
Planning and Building Services

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

8 May 2007

Mr I McDonald
AXIS MASON LTD
3 Mulcaster Street
St Helier
JE2 3NJ

Planning Application Number P/2006/2489

Dear Sir/Madam

Application Address:	Fields 848, 851, 853, 854, 861, 862A and 863A, Bel Royal, St. Lawrence.
Description of Work:	Category A housing development to provide 102, 3 and 4 bed dwellings including road widening access improvements, drainage infrastructure, public amenity space and community building. AMENDED PLANS: Amendment to layout and parking arrangement.

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

Yours faithfully

A Allen (Mrs)
Applications Officer
direct dial : +44 (0) 1534 448446
email: a.allen@gov.je
www.gov.je

Encl.

L1235-313--



P1

**Planning and Environment Department
Planning and Building Services**

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

Bel Royal Jersey Ltd
C/O Dandara Jersey Ltd
Spectrum House
Gloucester Street
JE2 3DG

Planning Application Number P/2006/2489

Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

IMPORTANT NOTICE

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

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

Category A housing development to provide 102, 3 and 4 bed dwellings including road widening access improvements, drainage infrastructure, public amenity space and community building. AMENDED PLANS: Amendment to layout and parking arrangement.

To be carried out at:

Fields 848, 851, 853, 854, 861, 862A and 863A, Bel Royal, St. Lawrence.

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.

¹ CAUTION

This decision is purely permissive and in no way overrule, any other permission that may be required for private property rights, nor does it absolve an applicant from any other obligations which may apply.

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Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2006/2489

1. Planning permission for three years

If the development hereby permitted has not commenced within 3 years of the date of the decision by the Minister for Planning and Environment to 'resolve to grant planning permission' (21 March 2007) the permission shall cease to be valid.

2. Requirement to enter into a Planning Obligation Agreement

The developer shall, within 6 months of the date of this permission, enter into a formal contract with the Minister for Planning and Environment under Article 25 of the Planning and Building (Jersey) Law 2002. Unless otherwise agreed by the Minister, the obligation shall guarantee the provision of the following:

- (i) The 102 Category A dwelling units hereby permitted shall either be:
 - developed and retained in the proportion of 55% for sale to first-time buyers, as defined in the obligation, and 45% for social rent tenants (to be transferred to a social housing landlord approved by the Minister for Housing), in accordance with the Island Plan 2002, Policy H1 'Provision of Homes'; or
 - developed and retained in accordance with any approved amendment to the tenure requirements decided by the Minister for Planning and Environment where he has satisfied himself that there is sufficient justification (e.g. allowing for a proportional split between conventional first-time buyer homes and shared equity homes);
- (ii) the implementation of the road widening works to St. Peter's Valley Road, together with the associated site access arrangements, public footways and pedestrian refuge in accordance with the approved drawing no.1689 L(0-) 183 P2, as amended by the detailed drawings required under condition no.8;
- (iii) a financial contribution for the erection of two bus shelters near the entrance to the proposed development. One on the northern side of St. Peter's Valley Road on the inbound route to town and one on-site catering for outward-bound travel;
- (iv) the provision of "kick-start" funding for 2 additional buses in the morning and evening peak periods over 5 years (total contribution of £120,000);
- (v) the provision of a public amenity area to the south of the approved

CAUTION

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L1235-315--



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Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2006/2489

housing development (Part Fields 851, 853 and 854 and Fields 861, 862A and 863A) and a buffer strip along Le Perquage (Part Field 853), with restrictions on future use;

(vi) the provision of funds to meet the cost of off-site noise mitigation measures, involving:

- the installation of a high speed roller shutter door at the eastern end of the Jersey Steel factory;
- the erection of a lean-to structure over the main entrance door at the eastern end of the Jersey Steel factory;
- the erection of a close-boarded boundary fence to Jersey Steel's premises along the boundary with Le Perquage;
- and any other measures deemed appropriate and reasonable by the Minister for Planning and Environment, in consultation with Health Protection, following submission of the required 'noise scheme'.

(vii) A mechanism to effect the future maintenance of public areas and facilities. This will address the arrangements to be put in place for the long-term management and maintenance of planting and soft landscaping, paved areas (including footpaths, cycleways, roads and courtyards / parking areas), open spaces (including the Public Amenity Area, village square, buffer zones and other communal open green spaces), community facilities (including the community building and the children's and teenager's play areas) and external lighting;

(viii) the provision, transfer and maintenance of surface water drainage / flood amelioration works and infrastructure for foul drainage;

(ix) the restoration and maintenance of watercourses adjoining the site;

(x) the provision of a 12 month defect liability period for the Public for the road works, drainage infrastructure and any other relevant works.

3. Commencement of Development

Until the Planning Obligation Agreement required by Condition No 2 is signed and registered in the Royal Court, and all financial contributions required under the agreement are paid, work at the site shall be limited to;

(a) Site preparation, including the creation of the site access, the establishment of the builder's compound, ground works and earth-moving in accordance with the approved plans;

(b) The construction of the houses on plots 69 - 72 and 97 - 102 provided that under no circumstances shall they be occupied until the Planning Obligation Agreement has been signed and registered; and

CAUTION

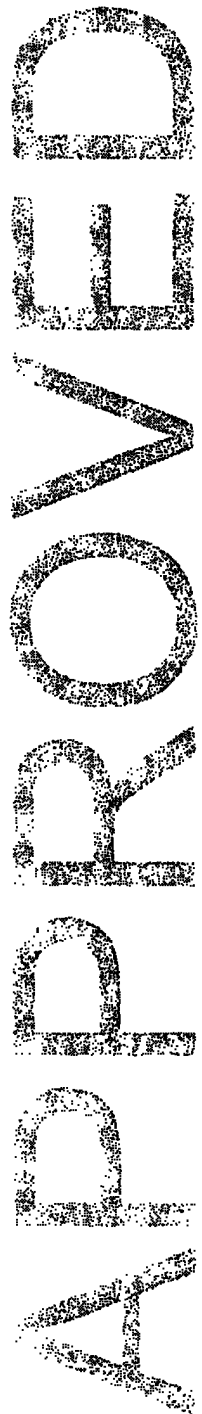
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Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2006/2489

(c) Such other works that may be agreed in writing by, or on behalf of, the Minister

Provided that the works under (a) must include the installation of a temporary land drainage system, constructed to the satisfaction of the TTS drainage engineer, which shall incorporate attenuation or run-off to the watercourse.

4. **Development to comply with Island Plan Policy H1 or any subsequent amendment to Tenure Requirements**

The 102 Category A dwelling units hereby permitted shall either be:

- (i) developed and retained in the proportion of 55% for sale to first-time buyers, as defined below, and 45% for social rent tenants (to be transferred to a social housing landlord approved by the Minister for Housing), in accordance with the Island Plan 2002, Policy H1 'Provision of Homes'; or
- (ii) developed and retained in accordance with any amendment to the tenure requirements agreed by the Minister for Planning and Environment where he has satisfied himself that there is sufficient justification allowing for a proportional split between conventional first-time buyer homes and shared equity homes;

Drawings showing the proposed tenure mix shall be submitted to and approved by the Minister for Planning and Environment within 6 months of commencement of works.

5. **First - time buyer / rental condition**

A. The Category A dwellings to which this permission relates shall not, without the consent of the Minister for Planning and Environment, be transferred by sale, cession, gift, exchange or other form of transfer to any person who does not satisfy the criteria specified in the schedule hereto.

B. The Category A dwellings to which this permission relates shall not, without the consent of the Minister for Planning and Environment, be occupied by any person who does not satisfy the criteria specified in the schedule hereto and who does not occupy the accommodation as his sole or principal place of residence.

L1235-317--

CAUTION

This decision is pure
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(P1; P/2006/2489; Page 4)

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Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2006/2489

Schedule

Persons to whom (the residential accommodation) may be transferred in accordance with condition 'A' above, or who may occupy (the residential accommodation) in accordance with condition 'B' above.

- 1) any person who -
 - i) does not own, and has not previously owned, whether as a sole owner or jointly in common with any other persons,
 - a) any immovable property;
 - b) either in his own name or as beneficial owner shares in any company, ownership of which confers the right to occupy residential accommodation;

and -

- ii) is neither married to, nor buying as co-owner with, any person who does not fall within (i) above

- 2) any person who has been approved by the Minister for Housing as being a person to whom consent should be granted to acquire or to occupy the residential accommodation as the case may be notwithstanding the fact that he does not fall within (1) above.

6. **Comprehensive Development**

The development hereby permitted shall be developed in its entirety. Prior to commencement, except as provided for by condition 3, the applicant shall provide evidence to the Minister for Planning and Environment that the site approved for housing purposes is in its ownership, or that the area not currently in its ownership will be acquired, or will otherwise be developed in tandem by a separate party which will be afforded access to the roadways and services hereby permitted on the applicant's site.

L1235-318--

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2006/2489

7. Chicane barriers for Pedestrian / Cycle Path

A safety / "chicane" barrier shall be installed within the site where the proposed footpaths merge at a junction with the top of Le Perquage Flats' driveway and pose an increased risk for pedestrian and cyclist safety (i.e. in accordance with the applicant's letter of 20th September 2005). Details of the design and siting shall be submitted to and approved by the Minister for Planning and Environment, in consultation with the Transport and Technical Services Department, prior to the first occupation of the development hereby permitted.

8. Road widening and access arrangements - Design and layout

Within 6 months of the commencement of the development hereby approved, detailed and suitably revised drawings of the proposed road widening / improvement works to St. Peter's Valley Road (including the road realignment, new footways, pedestrian refuge and vehicular access to the site) shall be prepared and agreed with the Transport and Technical Services Department and shall be submitted to and approved by the Minister for Planning and Environment. The drawings shall be based on an accurate survey, shall show accurate spot levels and shall:

- i) demonstrate an acceptable vertical and horizontal road alignment;
- ii) include plans of the required bus shelters and stops in safe positions for east- and west-bound bus travellers;
- iii) relocate the pedestrian refuge a little further southeast towards the vehicular access point;

9. Road Widening and Access Arrangements - Completion

The proposed road widening / improvement works to St. Peter's Valley Road, including the realignment / reinstatement of the roadside wall, banque and trees, the construction of new footways and a pedestrian refuge and the formation of the vehicular access point, shall be carried out at the expense of the developer and to the satisfaction of the Transport and Technical Services Department and the Minister for Planning and Environment, prior to the first home being occupied.

10. Visibility Splay

Prior to the first use/occupation of the development hereby permitted, 50m visibility lines must be provided in accordance with the approved drawings (dwg no 1698 L(0-) 183 P2). Everything within the visibility sight

CAUTION

This decision is purely permissive and does not overrule, any other permitted private property rights, nor the rights of the land to which a permit

L1235-319--



P1; P/2006/2489; Page 6)
This decision is purely permissive, nor does it
overrule any other permitted
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Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2006/2489

lines, including gates, walls, railings and plant growth is to be permanently restricted in height to 900mm above road level.

11. Path link to Le Perquage - Design

The path link to Le Perquage from the play areas and the site access road beyond, as shown on the site development plan (dwg no 1698 L(0-) 101 P4), shall be designed and constructed as a 3m wide shared cycle route/footpath in accordance with the requirements of the Transport and Technical Services Department.

12. Completion of roads and paved areas

No dwelling hereby permitted shall be occupied until all related road, footpath / cycle path infrastructure and paved public areas have been completed in accordance with the approved plans (as amended by other conditions attached to this consent), to the satisfaction of the Minister for Planning and Environment, unless otherwise agreed by the Minister. (N.B. It is accepted that the final wearing course for the road will not be laid until approximately 6 months after the major construction work is completed, to allow the sub-layers to fully settle).

13. Parking- provision in accordance with designations

Parking spaces for residents' and visitors' vehicles shall be provided and allocated in accordance with the approved parking provisions (dwg 1698 L(0-) 191 P3), or with any modified arrangement which might subsequently be approved by the Minister for Planning and Environment. The occupation of homes in each parking zone hereby permitted shall not take place until the relevant parking spaces and structures have been completed and made available.

14. Security of rear access paths

Prior to the first occupation of the development hereby permitted, details of the secure resident gates on access routes from 'public areas' to rear gardens and courtyards, as shown on drawing no. 1698 L(0-) 192 P2, shall be submitted to and approved by the Minister for Planning and Environment.

15. External Lighting

Within 6 months of the commencement of the development hereby permitted, an amended detailed scheme for lighting the 'public areas' shall

CAUTION

This decision is purely permissive and in no way at overrule, any other permission that may be require private property rights, nor does it absolve an appli of the land to which a permission relates.

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(P1; P/2006/2489; Page 7)

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Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2006/2489

be submitted to and approved by the Minister for Planning and Environment. As previously indicated, the design should be modified to address the matters raised by the Senior Electrical Engineer at PSD in his letter dated 1st August 2005 (see attached) regarding the height of the columns, the use of the 1m high bollard lights and the potential use / adaptation of the existing road lighting in association with the development hereby approved.

16. Landscaping scheme - Details

Within 6 months of the commencement of the development hereby permitted, a detailed landscaping scheme / plan shall be submitted to and approved by the Minister for Planning and Environment. The scheme shall be based on the framework suggested for soft landscaping (dwg no 1701 L(0-) 101 P2) and hard landscaping (dwg no 1701 L(0-) 102 P2) and shall include:

- i) a specification for new planting, including the identification of the number, type, size and position of all new trees and shrubs and the means to be used to support and protect them;
- ii) other landscape treatments to be carried out, including the proposed amended re-contouring in Field 853 (i.e. to create bunding) and the proposed pathways and scrapes to be introduced into the Public Amenity Area;
- iii) the programme of implementation; and
- iv) an updated landscape management plan covering long-term objectives, management responsibilities and maintenance schedules for all communal landscaped areas.

The programme of implementation shall provide for the planting to commence at the earliest opportunity along boundaries and in other areas where practicable.

17. Landscaping - Buffer area planting

The planting in the buffer areas associated with the realigned roadside wall and banque feature along St. Peter's Valley Road and with the re-contouring in Field 853 adjacent Le Perquage, where this is not affected by the development, shall be completed in the first planting season following commencement of the development, to the satisfaction of the Minister for Planning and Environment.

CAUTION

This decision is purely permissive and in no way absolves the applicant from the need to obtain any other permission that may be required under any other law, nor does it absolve an applicant from the need to comply with any other law.

L1235-321--



Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2006/2489

18. Landscaping scheme - Commencement and completion

All planting and other operations comprised in the approved landscaping scheme, which are not implemented earlier in accordance with conditions 16 and 17 above and/or an approved programme of implementation, shall be carried out and completed to the satisfaction of the Minister for Planning and Environment in the first planting season following the first occupation of the development or within such period as may otherwise be agreed.

19. Landscaping Scheme - Replacement planting

Any trees or plants planted in accordance with the approved landscaping scheme, which within a period of 3 years from their planting, die, become damaged or diseased, or are removed, shall be replaced in the next planting season with others of similar size and species, unless otherwise agreed by the Minister for Planning and Environment.

20. Tree Protection during Site Works

Tree protection measures during site works shall be carried out in accordance with approved proposals in drawing no. 1701 L(0-) 104 P1, so that all the trees to be retained shall be protected for the duration of the development hereby permitted. In addition and for the avoidance of doubt:

- (i) no demolition, site clearance or building operations shall commence until suitable fencing has been erected around each tree or group of trees to be retained, at a radius from the trunk of 5 metres or around the crownsread, whichever is the greater. Such fencing shall be maintained until development is complete;
- (ii) no trenches, including any trench for services or drains shall encroach within the crowspread of any trees to be retained;
- (iii) the burning of materials, including any obtained by site clearance or demolition, shall not take place within 6 metres of the furthest extent of a canopy of any tree or group of trees to be retained;
- (iv) no topsoil or other spoil from excavations shall be disposed within the crownsread of trees to be retained within the site;
- (v) no tree shall be felled, lopped, topped, or in any way destroyed or removed, unless the prior written consent of the Minister for Planning and Environment is received.

L1235-322--

CAUTION

This decision is purely permissive and in no overrule, any other permission that may be private property rights, nor does it absolve : of the land to which a permission relates.



Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2006/2489

21. **Changes in levels on site**

Accurate and detailed figures and drawings of the 'cut and fill' earthworks shall be produced by the applicant, including accurate site cross sections, to determine required levels and demonstrate how equal ratios of cut and fill materials (excluding materials required specifically for engineering purposes) may be achieved. These shall be submitted to and approved by the Minister for Planning and Environment prior to the commencement of works on site. The proposed new contours above existing ground levels shall be formed using excavated materials from elsewhere on the site, with the exception of materials required for engineering purposes.

22. **Waste Management**

The scheme hereby approved shall be developed in compliance with the terms of the approved 'Waste Management Report' (i.e. submitted in the 'Reports and Information File') as amended by condition no. 23; notably in relation to the 'cut and fill' approach, transport issues and environmental controls; to the satisfaction of the Minister for Planning and Environment.

23. **Importation of Fill**

The importation of fill material in connection with the development hereby approved shall be restricted to clean, inert materials (free from contamination and pollution), which are necessary for engineering purposes. Any import of material over and above this shall require the submission of details and the prior approval of the Minister for Planning and Environment.

24. **Storage of Excavated Material**

Any material excavated during construction, including top soil, shall be stored / relocated only within the boundary of the site, prior to reuse. Stored top soil should be in bunds no more than 1.8m high to prevent anaerobic deterioration. No material shall be removed from the site without the prior consent of the Minister for Planning and Environment.

25. **Children's play area - Provision**

The developer shall be responsible for the provision of the children's play area and play equipment, in accordance with the approved play area layout, design and specification / standards, as indicated on drawing no. 1701 L(0-) 103 P1. Unless otherwise agreed by the Minister for Planning and Environment, it shall be completed and made available for use, to the

CAUTION

This decision is purely permissive and in no way absolve, overrule, any other permission that may be required under private property rights, nor does it absolve an applicant of the land to which a permission relates.

L1235-323--

P1; P/2006/2489; Page 10)

obtaining, nor does it
it does not overrule any
permission of the owner



Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2006/2489

satisfaction of the Minister, within twelve months of the first occupation of the development hereby permitted.

26. Children's play area - Security

Prior to the first occupation of the development hereby approved, details of the proposed security fencing and/or railings and gates to be erected around the perimeter of the proposed children's play area shall be submitted to and approved by the Minister for Planning and Environment.

27. Teenager Recreational Facility - Provision

The approved teenager recreational facility, including "sports wall" and kick-about area, as shown on drawing no. 1701 L(0-) 103 P1, shall be completed in accordance with the specified layout design and standards. Unless otherwise agreed by the Minister for Planning and Environment, it shall be completed and made available for use, to the satisfaction of the Minister, within twelve months of the first occupation of the development hereby permitted.

28. Community Hall - Completion

The community hall hereby approved shall be completed and the facilities it provides made available for community use once 75% of the development hereby permitted is occupied.

29. Refuse Stations - Design

Prior to the first occupation of the development hereby permitted, full design and ventilation details of the proposed communal refuse / recycling stations indicated on drawing no. 1698 L(0-) 194 P2 shall be submitted to and approved by the Minister for Planning and Environment. Dwellings shall not be occupied until the relevant refuse station has been installed.

30. Gable-End Fenestration

Windows shall be introduced at first floor levels to the gable ends of properties adjacent to public access routes, where these are not open to surveillance from other properties. Revised drawings showing satisfactory design solutions for the elevations of the gables in question shall be submitted to and approved by the Minister for Planning and Environment prior to the commencement of the development hereby permitted.

L1235-324--

CAUTION

This decision is purely advisory and does not overrule, any other private property rights of the land to which a



(P1; P/2006/2489; Page 11)
This decision is purely advisory and does not overrule any permission of the owner

Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2006/2489

31. Noise Exposure

A noise scheme for protecting the proposed housing from noise from Jersey Steel, in compliance with Department of Environment Planning Policy Guidance 24, 'Planning and Noise' and World Health Organisation publication 'Guidelines for Community Noise', 1999 shall be submitted to and approved by the Minister for Planning and Environment, in consultation with the Health Protection Department, within 6 months of commencement of the development and prior to the first occupation.

The scheme shall include details of the proposed noise mitigation measures, details of the noise calculations confirming the effectiveness of proposed noise mitigation measures and details of the proposals for implementing them.

As a basic minimum, the noise scheme shall include the following on- and off-site noise mitigation measures:

- (i) automatic roller shutter doors (default closed) at the eastern entrance of the Jersey Steel factory;
- (ii) a lean-to building over the eastern entrance to the Jersey Steel factory;
- (iii) a new close-boarded boundary fence at Jersey Steel parallel to the Perquage Walk;
- (iv) a 5m high acoustic berm with close planting on Field 853, between Le Perquage and the approved housing;
- (v) all generally eastward facing boundary walls / fences to private gardens to be a minimum of 1.8m high close-boarded or solid construction;
- (vi) acoustic glazing and whole house ventilation or other satisfactory means of ventilation, as appropriate;
- (vii) the additional noise mitigation measures included in paragraph 5.2.1 of the 'Maximum Noise Level Assessment Report', PBA, March 2007.

Any approved noise scheme shall be implemented to the satisfaction of the Minister for Planning and Environment, in consultation with the Health Protection Department, prior to the first occupation.

CAUTION

This decision is purely permissive and does not overrule, any other permissions, private property rights, nor the use of the land to which a permission is granted.

L1235-325--



P/2006/2489; Page 12)
This decision is purely permissive, nor does it overrule any other permissions or the rights of the owner.

Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2006/2489

32. Floor levels for the new homes

The floor levels for the new housing development hereby permitted shall comply with those recommended in the 'Flood Risk and Drainage Issues' Report (October 2006) and be set above 9.01m aOD at the upstream end of the housing site and 8.37m aOD at the downstream end.

33. Design of Door Hoods

The design of the door hoods on the front elevations of unit types A1, A2, B, D1 and D2 is not approved. Revised drawings showing details for the design of door hoods / canopies, which reflect the style and materials of the house designs, shall be submitted to and approved by the Minister for Planning and Environment, within 6 months of the commencement of the development.

34. Elevational Treatment of Plot 52 - Unit Type A2

The external design for the front elevation of house no.52 (unit type A2) as shown on drawing number 1698 L(2-) 119 P1 is not approved. Consideration should be given to employing other traditional building forms which will present a more balanced and resolved appearance and which will better reflect the key location of the plot and enhance the contribution of the building to the street scene (e.g. as an effective 'visual stop' terminating the view along the street from the east).

Revised drawings showing modifications to the external elevations and / or an alternative house design shall be submitted to and approved by the Minister for Planning and Environment, prior to the commencement of the development on the terrace comprising units 51 to 53.

35. Elevational Treatment of Unit Types C1 and C2

The designs of the front elevations to unit types C1 and C2 are not approved. Revisions should be made to the proposed window arrangements to present a more resolved appearance and revised drawings shall be submitted to and approved by the Minister for Planning and Environment prior to the commencement of the development hereby approved, except as provided for by condition 3.

36. Size of Unit Types C1 and C2

Unit types C1 and C2, which are designed as 5-person houses, shall be recognised as such, as opposed to their description as 6-person houses in

CAUTION

This decision is purely permissive and in no way overrule, any other permission that may be required for the exercise of private property rights, nor does it absolve an applicant of the land to which a permission relates.

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drawing nos. 1698 L(2-) 112 P2 and 113 P2. A revised drawing shall be submitted accordingly.

37. Elderly Persons Accommodation

Within a period of 4 months from the date of this permit, the Minister for Planning and Environment will specify the number, tenure, design, size and specification of the elderly / sheltered homes. In the event that the Minister has not done so within the 4 months period, then 5 units of such accommodation will be provided. Detailed plans should be submitted to the Minister within a further 2 months.

38. External Roof Designs

The external roof designs for the following terrace blocks and individual houses hereby approved shall be amended to incorporate additional working chimneys, cement coping and other suitable features to break up unrelieved roof lines, create a vertical contrast to the horizontal roof form and to achieve a better visual balance:

Courtyard 2 - block 36-38

Courtyard 2 - block 17-20

Courtyard 3 - unit 24

Courtyard 5 - block 76-89

Courtyard 5 - unit 55

Courtyard 6 - block 81-85

Courtyard 8 - block 90-94.

Revised drawings showing the modifications to the external designs shall be submitted to and approved by the Minister for Planning and Environment prior to the commencement of the development hereby permitted, except as provided for by condition 3.

39. Size, Design and Internal Storage Provision - Unit Types A1 and A2

The design of unit types A1 and A2 are not approved. They shall be increased in size from 5% to 7.5% above minimum internal floorspace standards and the floor layouts shall ensure adequate internal storage space provision, in accordance with the minimum storage space requirements. Revised drawings, including floor plan, sections and elevations, showing the modifications shall be submitted to and approved by the Minister for Planning and Environment, prior to the commencement of the development hereby permitted, except as provided for by condition 3.

CAUTION

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

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It does not overrule any of the owner's rights.

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40. Storage Sheds

Each of the homes hereby permitted which do not have a garage shall be provided with a storage shed in the private garden area, which shall provide a minimum of 4.0m² of floorspace, as indicated on drawing no. 1698 L(0-) 195 P2. The sheds shall be purpose-designed and of blockwork construction and supplied with light, to provide adequate and robust storage facilities. Details of the design and materials of the storage facilities shall be submitted to and approved by the Minister for Planning and Environment within 6 months of the commencement of the development hereby permitted.

41. Design of Special Features

Satisfactory detailed designs for the proposed feature in the public square, the footbridge over the Perquage brook and the entrance pillars to the development, shall be submitted to and approved by the Minister for Planning and Environment, prior to the commencement of the development hereby approved, except as provided for by condition 3.

42. Solar Heating

Appropriately designed hot water units (with appropriate pipe work / connectors) shall be located in the roof spaces of the new homes, to allow for the easy installation of solar water heating panels by future occupants, in accordance with the applicant's letter dated 20th September 2005. Details shall be submitted with the application for Building Consent.

43. Water Saving Measures

All the approved homes shall be provided with water butts, together with an automatic bypass valve from the rainwater down pipes and shall be fitted, as standard, with dual flush toilets and flow restrictors on taps. Final details of the design of the water butts shall be submitted to and approved by the Minister for Planning and Environment prior to the commencement of the development hereby permitted, except as provided for by condition 3.

44. Enclosures for property boundaries - Design

Garden enclosures and other boundary treatments shall comply with the design types and locations set out in drawing no. 1701 L(0-) 102 P2, subject to the following exceptions:

- (i) all timber fences proposed in combination with a low wall shall be vertical

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close-boarded fencing;

(ii) the low roadside wall extending into the site to the south of the road entrance shall be faced in granite and topped with a suitable coping;

(iii) the retaining walls forming the garden boundary of house no. 49 and the northern boundary of parking courtyard no. 4 shall be 1.8m high with a granite face presented towards the buffer area of low planting adjacent to St. Peter's Valley Road.

(iv) the private garden boundary / retaining walls to house nos. 10 and 11 are granite faced where they give onto the buffer area;

(v) the front garden enclosures to house nos. 90-94 and 97-102 giving onto the public amenity area take the form of 0.9m high blockwork walls finished in a suitable coloured render and topped with a suitable coping.

Drawings showing details of all the proposed enclosure types shall be submitted to and approved by the Minister for Planning and Environment prior to the commencement of the development hereby permitted, except as provided for by condition 3.

45. Completion of property boundary enclosures

All approved walls, fences and other forms of enclosure around the gardens of individual homes shall be erected prior to the first occupation of the homes in question.

46. Pergola Design for Parking Areas

Pergolas shall be reinstated over car parking spaces R12-R15 and R66-R84 and detailed drawings showing the design of the proposed pergolas shall be submitted to and approved by the Minister for Planning and Environment, within 12 months of the commencement of the development hereby permitted.

47. Roof materials

The roofs of all the house types with the exception of types C1 and C2 shall be finished in natural slate.

48. Samples of external materials

Within 12 months of the commencement of the development hereby permitted, samples of the proposed roofing materials (including slates and pantiles) and proposed paving blocks, shall be submitted to and approved

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49. Colour scheme

Notwithstanding the indications on the approved plans and prior to the commencement of the development hereby permitted, except as provided for by condition 3, full details of the colour scheme to be used on the external elevations of the buildings shall be submitted to and approved by the Minister for Planning and Environment. (N.B. The indicative colours shown on the submitted elevations are generally acceptable but, in any event, the development brief calls for exterior walls to generally employ earth colours and it will be especially important to have darker earth-coloured walls for the elevations facing south onto the wetland amenity area).

50. Surface water drainage

Exact details of drainage proposals for the controlled disposal of surface water from the development to the watercourse, including detailed site layouts and calculations for sizing of sewers, as well as details of the two surface water attenuation tanks now proposed at the south western corner of the housing site and any associated works to the stream (e.g. headwall or gabion mattresses) shall be submitted to and approved by the Minister for Planning and Environment in consultation with the Principle Drainage Engineer, Transport and Technical Services, within 6 months of the commencement of the development hereby permitted. For the avoidance of doubt, the proposals for the disposal of surface water shall meet the requirements set out in the comments sheet from PSD (Drainage) dated 13th October 2005 and the additional comments set out in the letter from TTS (Drainage) dated 5th December 2006 (see attached).

51. Petrol / Oil Interceptors

Petrol / oil interceptors shall be provided as part of the final detailed proposals for surface water disposal from the approved housing development, to the satisfaction of the Transport and Technical Services Department and the Minister for Planning and Environment.

52. Level of water in the Marsh

The minimum level of water to be maintained in the Marsh to maintain its ecological character and status quo in times of flood shall be agreed with the States Ecologist at the Environment Department and the agreed level

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shall be used to inform the final design of the surface water pumping station and, in particular, the weir plate level. (N.B. It is anticipated that the minimum level will be in the region of 6.0m aOD, as indicated in the submitted 'Flood Risk and Drainage Issues' report, October 2006).

53. Construction Phase Flood mitigation measures

Prior to the commencement of the development hereby approved, details of the construction phase drainage scheme shall be submitted to and approved by the Minister for Planning and Environment in consultation with Transport and Technical Services (Drainage). The scheme shall ensure that during construction, the peak discharge rate of surface water from the housing site to the Perquage stream does not exceed that of the existing run-off from the fields.

54. Completion of flood mitigation measures

The proposed permanent flood mitigation measures, including the surface water attenuation proposals for the housing site and the surface water pumping station, as approved and, in part, designed by Transport and Technical Services (Drainage) and associated improvements to watercourses, shall be put in place and operational prior to the completion of the housing development hereby permitted, to the satisfaction of the Minister for Planning and Environment in consultation with Transport and Technical Services.

55. Foul drainage

None of the homes hereby approved shall be occupied until the foul drainage works to serve the development have been designed and completed to the satisfaction of the Minister for Planning and Environment, in consultation with Transport and Technical Services (Drainage). To this end, the foul pumping station shall be designed and constructed to the specification of Transport and Technical Services (Drainage), constructed by one of that department's approved contractors and connected to the 27? foul sewer adjacent to the sea wall. The southern end of the proposed pumped foul rising main connection to the foul sewer shall be routed / laid along Le Perquage Walk and not through the private garden of 'Brookside'. For the avoidance of doubt, the foul water disposal shall meet the requirements set out in the comments sheet from PSD (Drainage) dated 13th October 2005 and the additional

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comments set out in the letter from TTS (Drainage) dated 5th December 2006 (see attached).

56. **Communal satellite dishes**

Prior to the completion of the development hereby approved, provision shall be made for the installation of a communal satellite and TV Communal Distribution System, in accordance with the details set out in drawing number JY35-DME-1001(P2), to the satisfaction of the Minister for Planning and Environment.

57. **JEC Substation - Design**

Within 6 months of the commencement of the development hereby permitted, the siting and full design details of any required JEC substation shall be submitted to and approved by the Minister for Planning and Environment.

58. **Prevention of debris on roads during construction**

The St. Peter's Valley Road shall be kept clean of all mud and debris that may be dropped from vehicles entering or leaving the site during the construction of the development hereby permitted. To this end, the contractor shall put in place an effective means of wheel washing, which shall be used prior to vehicles leaving the site during the construction period.

59. **Construction Traffic**

Construction vehicles accessing and exiting the site shall do so via the approved new access point along St. Peter's Valley Road and shall avoid the use of nearby Rue du Craslin and Rue de Haut. (N.B. Rue du Craslin is subject to a 6'6" vehicle width restriction).

60. **Road Surfaces**

The proposed bitumen Macadam surface treatment for the estate roads is not approved. Prior to the first occupation of the development hereby permitted, revised drawings showing a more aesthetically pleasing alternative surface treatment shall be submitted to and approved by the Minister for Planning and Environment.

61. **Percentage for Art**

Prior to the commencement of the development hereby approved, except

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as provided for by condition 3, sufficient details of the proposals for the provision of public art and how it will be procured through the Percentage for Art mechanism shall be submitted to and approved by the Minister for Planning and Environment. The art should be visible to the general public, whether part of a building or free-standing and should form an integral part of the proposed housing development and/or the public amenity area.

62. **Replacement of Roadside Wall, Banque and Trees**

The roadside granite wall, banque and tree feature along St. Peter's Valley Road shall be reinstated on the new road alignment in the same materials and style, to the satisfaction of the Minister for Planning and Environment, within 12 months of the commencement of the development, unless otherwise agreed in writing by, or on behalf of, the Minister. The trees to be felled shall be replaced on a one-to-one basis with semi-mature specimens of the same species. (N.B. It is accepted that this feature will be stopped short of the access road entrance so as to maintain the required visibility splay and afford level access to the traffic refuge for pedestrians).

INFORMATIVES

The Housing Department has advised that, in the event of the creation of any units of dwelling accommodation upon the land, such accommodation shall be occupied by persons qualifying under Regulations 1(1)(a)-(h) who are bone-fide first-time buyers.

The Health Protection Department, under the terms of the 'Statutory Nuisances Law, 1999':

- i) requires a 'construction site management plan' detailing the measures proposed to minimise noise, dust and vibration during site preparation and construction phases of the development, including vehicle movements on site and from HGV's accessing the site. It requires that de-watering pumps etc. should be enclosed and insulated properly to minimise noise to neighbouring property and that they be sited as far a practicable from residential property.
- ii) requires that a dedicated wheel wash facility should be provided to minimise mud on the highway and associated dust. It recommends that the highway in close proximity to the site should be cleaned daily to minimise mud and dust and that vehicles bringing materials to the site

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from other construction sites should be covered on the highway to prevent dust affecting the highway and premises en route.

(iii) recommends vehicle movement restrictions.

(iv) recommends that the contractors and sub-contractors involved in the development should follow its guidance in relation to minimising noise, dust and vibration.

(v) recommends that the contractors should liaise with local residents regarding the planned work, time scales, compensation measures (such as cleaning cars etc) plus any pre and post assessments of properties for vibration damage.

The Surface Water Pumping Station in the car park to the south of Route de la Haule will be designed by Transport and Technical Services (Drainage) who will contract out the work. The contract will address issues relating to noise, dust, vibration, lorry movements, hours of work etc. in common with usual practice. Guidance will be taken from the Health Protection Department, as necessary, in drawing up the contract.

Reason(s):

1. In the interests of meeting the Island's housing requirements, the Minister for Planning and the Environment reserves the right to review the provision and delivery of homes.
2. To effect compliance with the Island Plan and to ensure that the appropriate infrastructure, which is related to the development, is provided and maintained.
3. To enable certain works to begin in advance of the registration of the Planning Obligation Agreement
4. In the interests of meeting the Island's housing requirements.
5. To ensure that the land and property the subject of the application remains in the use for which it was designated by the States, in the best interests of the community.
6. To ensure that the land zoned by the States specifically for Category A housing to meet the current and future needs of the community is

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developed comprehensively and in its entirety, in accordance with the requirements of Island Plan Policy H2 and all the terms of the approval.

7. To allow for effective and safe use of the footpath / cycle route and in the interests of highway safety generally.
8. In the interests of highway safety and to encourage safe pedestrian crossing of the Valley Road.
9. To provide safe access to and egress from the site and to ensure necessary highway improvement works are undertaken for the safety of all road users.
10. In the interests of highway safety.
11. To allow for effective and safe use by pedestrians and cyclists in the interests of improved accessibility and promoting safe and sustainable movement.
12. To help ensure that necessary services and facilities required by the existing and proposed residents are provided before the dwellings are occupied.
13. To ensure that adequate provision is made for the parking of vehicles for residents and visitors, both now and in the future, in accordance with the Minister for Planning and Environment's parking requirements and in the interests of highway safety and the general amenities of the area.
14. To ensure secure controlled access to private rear gardens and courtyards, and to avoid creating unnecessary potential escape routes for criminals, in the interests of crime prevention.
15. To provide for the safety of users of the development hereby approved, avoid light pollution, avoid light intrusion into first-floor rooms, reduce the potential for vandalism, avoid potential glare to road users, reduce future problems associated with the disposal of lamps with a high mercury count, protect the character and amenity of the area and serve the interest of energy efficiency.

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CAUTION

This decision is purely permissive and in no way overrule, any other permission that may be required, nor does it absolve an applicant from obtaining any other necessary permissions.



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16. To ensure that provision is made for a landscaping regime that will enhance the appearance of the development and help assimilate it into the landscape from the outset.
17. So that these features might be established early in order to maximise their benefit in helping to soften the impact of the approved development, improve the amenities of the area and maintain landscape quality.
18. To ensure that the benefits of the approved landscaping scheme are not delayed and that they make a timely contribution to the amenity of the development in the interests of sustaining and enhancing landscape quality.
19. To mitigate the potential failure of trees and plants and the extent to which that failure might threaten the success of the landscaping scheme.
20. To protect important trees from damage during the whole of the construction period and to help ensure their long-term contribution to the character and amenity of the approved development and the surrounding area.
21. To ensure that the site is properly contoured from the outset. Thus avoiding unnecessary importation of fill material (contrary to IP Policy WM5), or unnecessary production of excavated material that would need to be exported from the site (contrary to IP Policy WM1).
22. To minimise the potential environmental implications of waste management associated with the approved earthworks and other operations during the construction period.
23. To minimise the potential environmental implications associated with the importation of fill material and avoid undue harm to the amenities of the occupiers of neighbouring properties.
24. To minimise the production of construction waste, make more efficient use of waste material and reduce the extent to which this material is disposed of in landfill, in accordance with Island Plan Policies WM1 and

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25. This scheme has been approved on the basis that it complies with the requirements of the former Environment & Public Services Committee as set out in its development brief and this facility must be provided and made available for the safe use of the occupiers of any approved dwelling at the earliest opportunity.
26. In the interests of safety and security, to ensure a satisfactory visual appearance and to exclude dogs and deter unauthorised access.
27. To comply with the requirements of the Minister for Planning and Environment for suitable provision for the needs of older children, as set in the Development Brief.
28. The site has been zoned on the basis that its development inter alia complies with the requirements of the Minister for Planning and Environment and this facility must be provided and made available to help meet the social needs of the new and existing residents of the area (e.g. as a base for the activities of social welfare providers, or for other small-scale community activity).
29. To ensure that waste and refuse is stored and disposed of practically, efficiently and in an environmentally sensitive manner, without harming the amenities of the occupiers of the dwellings hereby permitted.
30. To ensure adequate surveillance of publicly accessible areas, in the interests of safety and security.
31. To protect the amenities of future occupants of the approved properties.
32. To comply with the current guidance provided by the Association of British Insurers and help ensure that the risk of flooding to the new properties is above a 1 in 200 year event, including allowance for 'Climate Change'.
33. To present a satisfactory visual appearance to the front elevations in accordance with the published design objectives and principles of the Minister for Planning and the Environment and to offer some protection during inclement weather.

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34. To present a satisfactory visual appearance in a sensitive location within the development.
35. To present a satisfactory visual appearance more in keeping with the published design objectives and principles of the Minister for Planning and Environment.
36. To help ensure reasonable standards of accommodation for future occupants by compliance with minimum standards for internal floorspace and for combined living, dining and kitchen areas.
37. To enable the current review of elderly persons housing needs to be completed.
38. To present a more satisfactory visual appearance with more local relevance, where the designs have regard to local forms and more readily reflect (as far as is practicable in the circumstances) the published design objectives and principles of the Minister for Planning and Environment.
39. To help ensure adequate standards of housing provision which will meet the needs of future occupants and to ensure a correct balance between storage space at ground and first floor levels in compliance with published standards.
40. To ensure there is adequate provision for the storage for normal domestic paraphernalia, including bicycles, lawnmowers and tools, which are best stored outside the home.
41. To ensure they present a satisfactory visual appearance in keeping with the character of the approved development and in compliance with the published design objectives and principles of the Minister for Planning and Environment.
42. To provide the opportunity for future occupants to readily supplement conventional water heating with heat from a renewable energy source (passive solar gain), in the interest of energy efficiency and more sustainable living.
43. To allow for rainwater harvesting and reduce the use of treated 'white

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water', in the interests of water conservation and more sustainable living.

44. To enhance the character and appearance of the development, present an attractive and tidy edge to the gardens and public spaces, prevent unsightly views across back gardens and ensure reasonable privacy and security for the occupiers of the homes in question.
45. To present an attractive and tidy edge to the gardens, prevent unsightly views across back gardens and ensure reasonable privacy and security for the occupiers of the homes.
46. To ensure the pergolas present a satisfactory visual appearance.
47. To present a more satisfactory appearance, create greater visual unity and achieve better visual integration with the surrounding area.
48. To ensure that the materials proposed are visually acceptable and will contribute to producing a high quality cohesive development, whilst providing a satisfactory visual relationship with the surrounding area.
49. To ensure a satisfactory appearance, reduce the development's impact on the wider landscape, increase its affinity with the surrounding landscape colours and generally safeguard the visual amenities of the area.
50. To help ensure that the rate of surface water discharge to the watercourse is no greater than the current rate from the present undeveloped area and to generally ensure that adequate provision is made for surface water drainage in a manner that does not have an undue impact on the risk of fluvial flooding of properties in the area.
51. To maintain the water quality entering the watercourse and reduce the risk of pollution.
52. To help ensure that there will be no detrimental impact on the existing wetland ecology and the character of the Marsh.
53. To reduce the risk of fluvial flooding to existing properties in the area during the construction period.

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54. To reduce the risk of fluvial flooding to existing properties in the area.
55. To ensure adequate provision for the disposal of foul water.
56. To avoid the visual clutter that would result from a proliferation of individual dishes and to safeguard the visual amenities of the new development.
57. To ensure a satisfactory appearance and avoid detractions from the visual amenities of the development.
58. To prevent carry over of material on the highway and avoid this detracting from the character and amenities of the area and presenting a hazard to road users.
59. In the interests of highway safety.
60. To present a satisfactory visual appearance more in keeping with the published design objectives and principles of the Minister for Planning and Environment.
61. In pursuance of Policy BE12 of the 2002 Island Plan and in accordance with the adopted Percentage for Art Supplementary Planning Guidance, December 2006.
62. To help reinstate an important feature which contributes to the character of the area, to reduce the visual impact of the approved development and to help the development to fit more successfully into the surrounding local landscape.

APPROVED

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CAUTION

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

D: Existing Survey
 AQ: Proposed Community Hall Plans, Elevations and Sections
 AR: Proposed Storm Water Pumping Station and Context
 AS: Proposed Foul Water Pump Station and Context
 BH: Existing Vegetation and Tree Protection
 BI: Tree Survey
 BO: Proposed Surface Water Drainage Scheme
 BP: Proposed Foul Drainage Scheme
 BQ: Type A - 3 Bed - 2 Storey 5 Person
 BR: Type A2- 3 Bed - 2 Storey 5 Person
 BS: Type B - 4 Bed - 2 Storey 6 Person
 BT: Type C1 - Granite Front 3 Bed - 2 Storey 6 Person
 BU: Type C2 - Rendered Front 3 Bed - 2 Storey 6 Person
 BV: Type D - 4 bed - 2 Storey 6 Person
 BW: Type D2 4 Bed - 2 Storey 6 Person
 BX: Type E 2 Bed - 2 Storey Lifetime Home
 BY: Typical Garage
 BZ: Floor Plans for House Type A1 & A2
 CA: Floor Plans House Type B
 CB: Floor Plans House Type C1 & C2
 CC: Floor Plans House Type D1
 CD: Floor Plans House Type D2
 CE: Floor Plans House Type E Lifetime Homes
 CF: Location Map
 CG: Proposed Development Plan
 CH: Proposed Site Plan
 CI: Proposed Site Levels
 CJ: Courtyard 1 Plan
 CK: Courtyard 1 Elevations 1 and 5
 CL: Courtyard 1 Elevations 2, 4 and 6
 CM: Courtyard 1 Elevations 3 and 7
 CN: Courtyard 2 Plan
 CO: Courtyard 2 Elevations 1 and 3, 2 and 6
 CP: Courtyard 2 Elevations 4, 5 and 7
 CQ: Courtyard 3 Plan
 CR: Courtyard 3 Elevations 1, 5 and 2

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CS: Courtyard 3 Elevations 3 and 6
CT: Courtyard 3 Elevations 4 and 7
CU: Courtyard 4 Plan
CV: Courtyard 4 Elevations 1 and 3
CW: Courtyard 4 Elevations 2 and 4
CX: Courtyard 5 Plan
CY: Courtyard 5 Elevation 1, 3 and 5
CZ: Courtyard 5 Elevation 2 and 6
DA: Courtyard 5 Elevation 4 and 7
DB: Courtyard 6 Plan
DC: Courtyard 6 Elevations 1 and 5
DD: Courtyard 6 Elevations 2 and 6
DE: Courtyard 6 Elevations 4, 3 and 7
DF: Cluster 7 Plan
DG: Cluster 7 Elevations 1 and 3
DH: Cluster 7 Elevations 2 and 4
DI: Cluster 8 Plan
DJ: Cluster 8 Elevations 1 and 5
DK: Cluster 8 Elevations 2, 3, 4 and 6
DL: Courtyard 9 Plan
DM: Cluster 9 Elevations
DN: Streetscape Elevations
DO: Site Sectional Elevations
DP: Road Access
DQ: Development Density
DR: Parking provisions
DS: Secured By Design
DT: Buffer Zones
DU: Refuse and Recycling
DV: Private Amenity and Storage
DW: Softlandscape Proposals
DX: Paving Finishes
DY: Recreational Space Layout
DZ: Proposed Satellite and Terrestrial Television Distribution System
EA: Proposed External Site Lighting Scheme
EB: Maximum Noise Level Assessment Report

UNCONTROLLED COPY

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CAUTION

This decision is purely permissive. It does not overrule, nor does it create, any other permission. It does not overrule any private property rights, nor does it create any new rights. It is a permission to use the land to which a permission relates.



I; P/2006/2489; Page 29)
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nission of the owner

Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2006/2489

8 May 2007 Signed

for Director

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CAUTION

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.

(P1; «P_Ref_no»; Page 2)

UNCONTROLLED

FOURTH SCHEDULE

THE OWNER'S COVENANTS WITH THE MINISTER

The Owner covenants and agrees and undertakes:

1 (NOT USED)

Public Amenity Area

- 2.1 within six months of this Agreement being registered in the Royal Court as evidenced by an Act of the said Court to submit the Public Amenity Area Specification to the Minister for approval
- 2.2 that no Dwelling Unit shall be Occupied until a detailed scheme for ensuring that the future maintenance and the management (in good order and condition) in perpetuity of the Public Amenity Area is assured to the satisfaction of the Minister and that:
 - 2.2.1 the Owner shall ensure that title to the Public Amenity Area shall be conveyed (subject to the prior approval of the Minister) to an Appropriate Body and the Owner shall pass contract before the Royal Court to this effect and shall pay all and any costs and fees of and incidental to such conveyance which have been agreed to be paid by the Owner as a condition of the agreement of the terms of such transaction
 - 2.2.2 Provided that, in the event that the Minister has approved an Appropriate Body to take the transfer of the Public Amenity Area and the Appropriate Body has declined to take the transfer of the Public Amenity Area (and the Public also does not agree to take a transfer of the Public Amenity Area in accordance with paragraph 12 below) the Owner will ensure that the cost of the long term management of the Public Amenity Area shall remain the responsibility of the Owner until a conveyance is effected as provided in Clause 2.2.1
- 2.3 To complete the lay out of the Public Amenity Area Works to the satisfaction of the Minister not later than twelve months following the date that the first Dwelling Unit is Occupied
- 2.4 not to do any act or thing or suffer cause allow or permit the same except as is reasonably required to beneficially preserve, enhance or maintain the conservation value of the natural beauty and amenity of the flora fauna and geological or physiographical features of the Public Amenity Area
- 2.5 not to use nor permit to be used the Public Amenity Area other than as informal amenity areas for the use and enjoyment of the occupants of the Dwelling Units and the wider public or as an area for wildlife or floodplain.

Community Facilities

- 3.1 to provide and lay out (including construction of buildings to at least a shell state) the Community Facilities Land in accordance with a specification approved by the Minister and to the Minister's satisfaction for the purpose of accommodating the Community Facilities
- 3.2 to complete the works of provision and laying out on or before the date upon which 75% of the Dwelling Units are first Occupied
- 3.3 that no Dwelling Units shall be Occupied until such time as a detailed scheme for ensuring that the future maintenance and the management (in good order and condition) in

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perpetuity of the Community Facilities Land is assured to the satisfaction of the Minister and that:

- 3.3.1 the Owner shall ensure that title to the Community Facilities Land shall be conveyed (subject to the prior approval of the Minister) to an Appropriate Body and the Owner shall pass contract before the Royal Court to this effect and pay all and any costs and fees of and incidental to such conveyance which have been agreed to be paid by the Owner as a condition of the agreement of the terms of such transaction
- 3.3.2 Provided that, in the event that the Minister has approved an Appropriate Body to take the transfer of the Community Facilities Land and the Appropriate Body has declined to take the transfer of the Community Facilities Land (and the Public also does not agree to take a transfer of the Community Facilities Land in accordance with paragraph 12 below) the Owner will ensure that the cost of the long term management of the Community Facilities Land shall remain the responsibility of the Owner until a conveyance is effected as provided in Clause 3.3.1.
- 3.4 Subject to the reasonable approval of the Minister ownership of the Community Facilities Land may be transferred to a management company formed by the Owner (in which the owners of the Dwelling Units will each have a share reflective of their ownership of a Dwelling Unit) to administer the Community Facilities Land for the purposes of the Community Uses
- 3.5 neither to use nor permit to be used the Community Facilities Land other than for one or more of the Community Uses
- 3.6 any person deriving title to a Dwelling Unit from the Owner will comply with any obligation contained in a contract of acquisition in accordance with the provisions of paragraph 3.3.2 above
- 3.7 that the car parking spaces for 25 cars which form part of the Community Facilities Land shall also be available on a non exclusive basis to the users of the Public Amenity Area

AHS Infrastructure

- 4.1 within six months of this Agreement being registered in the Royal Court as evidenced by an Act of the said Court to submit the AHS Infrastructure Specification to the Minister for his approval
- 4.2 that no Dwelling Unit shall be Occupied until such time as the lay out of the AHS Infrastructure Works has been constructed and completed to the satisfaction of the Minister to the extent necessary to permit the Occupation and enjoyment of that particular Dwelling Unit and a detailed scheme for ensuring that the future maintenance and the management (in good order and condition) in perpetuity of the AHS Infrastructure Works is assured to the satisfaction of the Minister and that:
 - 4.2.1 that the cost of the long term management of the AHS Infrastructure Works is apportioned between the owners of the Dwelling Units within the Development pursuant to their respective contracts of acquisition, and
 - 4.2.2 that owners of the Dwelling Units shall be bound to contribute the percentage payment set out in their respective contracts of acquisition towards the cost of maintaining the AHS Infrastructure Works and the fees of the agent or management company appointed pursuant to sub-paragraph 4.2.3 of this paragraph, and

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- 4.2.3 that the owners of the Dwelling Units shall be obliged to appoint an agent or a management company who shall be responsible for ensuring that the AHS Infrastructure Works is properly maintained and upkept and all contributions required of the owners duly made
- 4.2.4 subject to the reasonable approval of the Minister ownership of the AHS Infrastructure may be transferred to a management company formed by the Owner (in which the owners of the Dwelling Units will each have a share reflective of their ownership of a Dwelling Unit) to administer the AHS Infrastructure

Bus Shelters and Bus Services Contribution

- 5.1 to pay to the Treasurer of the States the Bus Shelter Contribution on the date of this Agreement
- 5.2 to pay to the Treasurer of the States the Bus Services Contribution prior to the Occupation of 75% of the Development

Affordable Housing

- 6.1 that 55% of the Dwelling Units permitted by the Minister to be constructed on the Site shall be sold to First Time Buyers and 45% of the Dwelling Units shall be utilised to provide Social Rental Accommodation.
- 6.2 to give effect to the said tenure division by constructing 56 First Time Buyer Dwelling Units and 46 Social Rental Accommodation Dwelling Units on the Land.
- 6.3 that at or prior to the completion of the Development, which the Owner will carry out as expeditiously as reasonably possible, the Owner shall place the First Time Buyer Dwelling Units or the sites thereof as the case may be on the open market and shall take all reasonable steps to facilitate the sale of those units or sites to First Time Buyers.
- 6.4 that at or prior to the completion of the Development, which the Owner will carry out as expeditiously as reasonably possible, the Developer will sell, or otherwise transfer the Social Rental Accommodation or the sites thereof to a Social Rental Landlord approved as such by The Housing Minister
- 6.5 that the transfer of a site to a First Time Buyer or Social Rental Landlord as the case may be prior to the completion of the construction thereon of a First Time Buyer Dwelling Units or Social Rental Accommodation Dwelling Units respectively (save for paragraph 6.6 below) shall not operate to transfer to the purchaser any obligation to which the Owner is subject by this Agreement until final completion of the Development and sale or other alienation of all units of accommodation thereon.
- 6.6 that all subsequent transfers of First Time Buyer Dwelling Units shall be to First Time Buyers reasonably approved as such by the Housing Minister and all subsequent transfers of Social Rental Accommodation Dwelling Units shall be to Social Rental Landlords reasonably approved as such by the Housing Minister.
- 6.7 within six months of this Agreement being registered in the Royal Court as evidenced by an Act of the said Court to submit to the Minister for approval a scheme for the provision of Elderly Persons Accommodation such scheme to give details as to tenure design size and specification of those Dwelling Units
- 6.8 in the circumstances where the Minister is satisfied that there is a sufficient justification allowing for a proportional split between conventional First Time Buyer homes and Shared Ownership homes then the persons against whom this obligation (Affordable Housing) is

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enforceable shall enter into such agreement of modification of this Agreement prepared by or on behalf of the Minister under Article 25(12) as the Minister may direct so as to give effect to the proportional split

Highways Works

- 7.1 within six months of this Agreement being registered in the Royal Court as evidenced by an Act of the said Court to submit the Offsite Highways Works Specification to the Minister for his approval (in consultation with the TTS Minister)
- 7.2 not to Commence the Offsite Highway Works before the Offsite Highways Works Bond has been provided
- 7.3 to at its own expense undertake the Offsite Highways Works at St Peters Valley in the Parish of St Lawrence the whole in accordance with the approved Offsite Highways Works Specification and to expeditiously complete the same to the satisfaction of the TTS Director prior to Occupation of any Dwelling Unit
- 7.4 if the Owner has not carried out or caused to be carried out the Offsite Highways Works to the satisfaction of the TTS Director or (in the sole opinion of the TTS Director) is not proceeding to carry out the same expeditiously the Minister will be entitled to carry out or cause to be carried out the Offsite Highways Works and/or call on demand the Offsite Highways Bond and/or recover the cost thereof from the Owner
- 7.5 on completion of the Offsite Highways Works the relevant strips of land shall be ceded and transferred free of all charges and encumbrances by the Owner to the Public 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)
- 7.6 on completion of the Offsite Highways Works the Owner shall provide to the Minister three sets of as built plans (in such media format as the Minister requires acting reasonably) and other information reasonably required by the Minister

Noise Mitigation

- 8.1 the Owner shall carry out the Owner Noise Mitigation Measures
- 8.2 Jersey Steel shall carry out the Jersey Steel Noise Mitigation Measures expeditiously and complete the same prior to the first Occupation of any Dwelling Unit or by the date six months following the date of the grant of a planning permit by the Minister for the Jersey Steel Noise Mitigation Measures under the Law if later
- 8.3 That Jersey Steel shall not be obliged to commence the Jersey Steel Noise Mitigation Measures until the payment by the Owner of the Owner Jersey Steel Payment
- 8.4 The Owner shall make the Owner Jersey Steel Payment expeditiously
- 8.5 that no Dwelling Unit shall be Occupied until such time as the Owner Noise Mitigation Measures have been put in place fully to the satisfaction of the Minister and the Owner shall have made the Owner Jersey Steel Payment
- 8.6 there shall be keep and retained on the Jersey Steel Site the Jersey Steel Noise Mitigation Measures for such time as Jersey Steel (or a successor in title to Jersey Steel) shall continue the business of a steel working factory from the Jersey Steel Site provided that Jersey Steel may from to time make application under the Law to the Minister for any permission required under the Law in respect of the Jersey Steel Site (whether or not affecting the Jersey Steel Noise Mitigation Measures) and the Minister accordingly may require as a

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condition to the approval of any such application any variation to the Jersey Steel Noise Mitigation Measures necessitated by such application.

Surface Water Drainage

- 9.1 within nine months of this Agreement being registered in the Royal Court as evidenced by an Act of the said Court to prepare the Offsite Drainage Specification and submit the same to the TTS Director, Waste Management for approval
- 9.2 not to Commence the Offsite Drainage Works before the Offsite Drainage Work Bond has been provided
- 9.3 if the Owner has not carried out or caused to be carried out the Offsite Drainage Works to the satisfaction of the TTS Director, Waste Management or (in the sole opinion of the TTS Director acting reasonably) is not proceeding to carry out the same expeditiously the Minister will be entitled to carry out or cause to be carried out the Offsite Drainage Works and/or call on demand the Offsite Drainage Work Bond and/or recover the cost thereof from the Owner
- 9.4 to complete the Offsite Drainage Works and have them commissioned to the satisfaction of TTS and the Owner and to pay to the Treasurer of the States the SWPS Commuted Sum before the completion of the Development
- 9.5 to carry out the Development in accordance with the details approved by the Minister of the proposed means of disposal of surface water from the Development
- 9.6 that no Dwelling Unit shall be Occupied until the Minister is satisfied that there are in place appropriate arrangements for the long term maintenance and management by the Owner of the means of disposal of surface water (including surface water attenuation tanks and associated works to receiving watercourses) from the Development

Foul Drainage

- 10.1 within six months of this Agreement being registered in the Royal Court as evidenced by an Act of the said Court to submit to the Minister for his approval the Foul Drainage Works Specification
- 10.2 that no Dwelling Unit shall be Occupied until the Foul Drainage Works have been constructed and completed in accordance with the Foul Drainage Works Specification to the extent necessary to permit the Occupation and enjoyment of that particular Dwelling Unit
- 10.3 that no Dwelling Unit shall be Occupied until the Minister is satisfied that there are in place appropriate arrangements for the long term maintenance and management by the Owner of the means of disposal of foul drainage from the Development

Watercourse Maintenance/Restoration

- 11.1 within six months of this Agreement being registered in the Royal Court as evidenced by an Act of the said Court to submit to the TTS Director, Waste Management for his approval the Watercourse Specification
- 11.2 To complete the Watercourse Works to the satisfaction of the Minister not later than twelve months following the date that the first Dwelling Unit is Occupied and before the completion of the Development
- 11.3 that no Dwelling Unit shall be Occupied until such time as the Owner has made provision to the reasonable satisfaction of the Minister for the restoration and future maintenance of

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the fabric of the watercourse to the south of Field 861 which runs to Le Marais Avenue and the ditches which feed it

Transfer to the Public

12.1 in the circumstances where the Minister for Treasury and Resources (in his absolute discretion) agrees that the Public will take ownership of the Public Amenity Area and/or the Community Facilities Land (as the case may be) and has authorised the Public to do so then the following shall apply:

12.1.1 the Owner shall ensure that title to the Public Amenity Area or the Community Facilities Land (as the case may be) shall be conveyed to the Public and the Owner shall pass contract before the Royal Court to this effect and pay all and any reasonable legal and professional costs and fees of and incidental to such conveyance which have been agreed to be paid by the Owner as a condition of the agreement of the terms of such conveyance

12.1.2 to pay to the Minister the Commuted Sum on the transfer of the Public Amenity Area and/or the Community Facilities (as the case may be)

For the avoidance of any doubt nothing in this paragraph 12 shall be construed or interpreted in any way so as to oblige the Public to take ownership of the Public Amenity Area or the Community Facilities Land (as the case may be)

Defects Period

13.1 to provide the Minister with a defect liability period and/or guarantee of twelve months from the main contractor of the Owner in respect of the works carried out in accordance with paragraphs 7 and 9 of this Schedule or such other works carried out under this Agreement as the Minister shall properly require

13.2 to assign novate or transfer (as the case may be) to the Minister to the extent reasonably possible the benefit of any contractual warranties or guarantees enjoyed by the Owner for or covering any part or parts of any works carried out in accordance with this Agreement that are to be taken over by or on behalf of the Public

Public Art

14.1 within six months of this Agreement being registered in the Royal Court as evidenced by an Act of the said Court to submit to the Minister for his approval the Owners proposals in respect of the Public Art

14.2 to include within the Development Public Art to the value of the Public Art Contribution

14.3 to complete the inclusion within the Development of the Public Art to the satisfaction of the Minister not later than twelve months following the date that the first Dwelling Unit is Occupied

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FIFTH SCHEDULE

MINISTER'S COVENANTS

Repayment of contributions

- 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 (namely the Bus Services Contribution and the Bus Shelter Contribution) for the purposes specified in this Agreement for which they are to be paid or for such other planning purposes arising from the Development as the Minister shall consider to be reasonably appropriate in the circumstances.
- 2 The Minister covenants with the Owner that he will procure or arrange that the Treasurer of the States will pay to the Owner together with interest 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 receipt by the Treasurer of the States of such payment.

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SIXTH SCHEDULE

FORM OF BONDS

DATE

BY THIS BOND (Company Registration Number) whose registered office is situate at ("the Owner") and [...insert name of surety...] (Company Registration Number) whose registered office is situate at [...insert address...] ("the Surety") and their respective successors in title and assigns are bound jointly and severally to the Minister for Transport and Technical Services [...insert address...] ("TTS Minister") for the payment to the TTS Minister of the sum of [one million two hundred thousand Pounds (£1,200,000)]

WHEREAS

- 1 By an agreement dated [...insert date...] relating to [...insert site name...] and made between [...insert parties...] and the Minister for Planning and Environment ("the Agreement") the Owner covenanted with the Minister for Planning and Environment to carry out the Offsite Drainage Works as defined and referred to in the Agreement to the reasonable satisfaction of the TTS Minister
- 2 It is intended that this Bond shall be construed in light of the Agreement
- 3 The Owner is to carry out the Offsite Drainage Works as detailed in the Agreement and this Bond is in respect of those Offsite Drainage Works only as approved under the Agreement
- 4 At the time of entering into this Bond and on the faith thereof the Surety has agreed to concur with the Owner in this Bond for the due performance and fulfilment of the Offsite Drainage Works by the Owner as defined and referred to in the Agreement

NOW THE CONDITION of the above written Bond is such that if the Owner his successors and assigns shall carry out the Offsite Drainage Works as defined and referred to in the Agreement or if on default by the Owner the Surety shall satisfy and discharge the sums due from and payable by the Owner to the TTS Minister under the Agreement up to the amount of [one million two hundred thousand pounds (£1,200,000)] Then the above written Bond shall be void OTHERWISE to continue in full force and the giving by the TTS Minister of any extension of time for the carrying out of the Offsite Drainage Works as defined and referred to in the Agreement or anything therein mentioned or contained and on the part of the Owner to be performed or fulfilled or any other forgiveness or forbearance on the part of the TTS Minister to the Owner or its successors or assigns shall not in any way release the Surety from the Surety's liability under the above written Bond

Signing provisions for the parties

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DATE

BY THIS BOND (Company Registration Number) whose registered office is situate at ("the Owner") and [...insert name of surety...] (Company Registration Number) whose registered office is situate at [...insert address...] ("the Surety") and their respective successors in title and assigns are bound jointly and severally to the Minister for Transport and Technical Services [...insert address...] ("TTS Minister") for the payment to the TTS Minister of the sum of [seventy thousand] Pounds [(£70,000)]

WHEREAS

- 1 By an agreement dated [...insert date...] relating to [...insert site name...] [and highway works in the vicinity of insert site if this is appropriate] and made between [...insert parties...] ("the Agreement") the Owner covenanted to carry out the Offsite Highway Works as defined and referred to in the Agreement
- 2 It is intended that this Bond shall be construed in light of the Agreement
- 3 The Owner is to carry out the Offsite Highway Works as detailed in the Agreement and this Bond is in respect of those Offsite Highway Works only as approved under the Agreement
- 4 At the time of entering into this Bond and on the faith thereof the Surety has agreed to concur with the Owner in this Bond for the due performance and fulfilment of the Offsite Highway Works by the Owner as defined and referred to in the Agreement

NOW THE CONDITION of the above written Bond is such that if the Owner his successors and assigns shall carry out the Offsite Highway Works as defined and referred to in the Agreement or if on default by the Owner the Surety shall satisfy and discharge the sums due from and payable by the Owner to the TTS Minister under the Agreement up to the amount of xxxxxxxx pounds (£) Then the above written Bond shall be void OTHERWISE to continue in full force and the giving by the TTS Minister of any extension of time for the carrying out of the Offsite Highway Works as defined and referred to in the Agreement or anything therein mentioned or contained and on the part of the Owner to be performed or fulfilled or any other forgiveness or forbearance on the part of the TTS Minister to the Owner or its successors or assigns shall not in any way release the Surety from the Surety's liability under the above written Bond

Signing provisions for the parties

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SEVENTH SCHEDULE

GUARANTOR PROVISIONS

1. Guarantee

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

2. Obligations

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

3. Liability as if Sole Principal Obligor

- 3.1 As between the Guarantor and the Minister (but without affecting the Obligations) the Guarantor shall remain liable under this Agreement as if it were the sole principal obligor and not merely a guarantor
- 3.2 The Guarantor shall not be discharged nor shall its liability be affected by anything which would not discharge it or affect its liability if it were the sole principal obligor including but not limited to:-
- 3.2.1 any amendment modification waiver consent or variation express or implied to this Agreement or any related documentation
- 3.2.2 the granting of any extensions of time or forbearance forgiveness or indulgences in relation to time to the Owner
- 3.2.3 the enforcement absence of enforcement or release of this Agreement or of any security right of action or other guarantee or indemnity
- 3.2.4 the dissolution amalgamation reconstruction reorganisation of the Owner or any other person or

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- 3.2.5 the illegality invalidity or unenforceability of or any defect in any provision of this Agreement or any of the Obligations
- 3.2.6 any indulgence or forbearance payment or concession to the Owner
- 3.2.7 any compromise of any dispute with the Owner
- 3.2.8 any failure of supervision to detect or prevent any fault of the Owner

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Signed on behalf of Bel Royal (Jersey) Limited

By John Le Cars Bisson

In the presence of

This 31st day of March 2008

Signed on behalf of Jersey Steel Company (1935) Ltd

By Bruce Halliwell AS DIRECTOR

In the presence of PAUL JOHN BACKHURST, ADVOCATE

This 2nd day of April 2008

Signed on behalf of Dandara Holdings Limited

By John Le Cars Bisson

In the presence of

This 31st day of March 2008

Signed on behalf of Barclays Private Clients International Limited

By DENIS JAMES TULLY

In the presence of

This 8th day of April 2008

Signed on behalf of Michael Blair Sarre

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By ... ANTHONY PAUL DEL AMO ATTORNEY OF MICHAEL BLAIR SARDÉ

In the presence of

PAUL CP SARDÉ

This 8th day of April 2008

Signed on behalf of the Planning Minister

by

in the presence of

this 11 day of April, 2008

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