

In the Royal Court of Jersey

Samedi Division

In the year two thousand and nineteen, the sixteenth day of January.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment, LV Holdings Limited, Royal Bank of Scotland International Limited and RS Fund II LP in relation to Lavender Villa Residential Home & Le Petit Bois, La Rue a Don, Grouville, be registered in the Public Registry of this Island.



Greffier Substitute

LOD

Reg. Pub.

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

relating to the development of Lavender Villa Residential Home & Le Petit Bois, La Rue a Don, Grouville

Dated

15th January

2019

The Chief Officer for the Environment (1)

LV Holdings Limited (2)

Royal Bank of Scotland International Limited (3)

RS Fund II, LP (4)



DATE

2018

PARTIES

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("**the Chief Officer**");
- (2) LV Holdings Limited ("**the Owner**") a limited liability company incorporated in Jersey with company number 103669 of 24 Beresford Street St Helier Jersey JE2 4WN
- (3) The Royal Bank of Scotland International Limited (Company Registration Number 2304) trading as NatWest of, Royal Bank House 71 Bath Street St Helier Jersey JE2 4SU RS Fund II, LP ("**the First Hypothecator**")
- (4) RS Fund II, LP ("**the Second Hypothecator**") a limited partnership without separate legal personality registered in Jersey acting by its general partner RS Fund II GP Limited, a company incorporated in Jersey of 11-15 Seaton Place, St Helier, Jersey JE4 0QH

RECITALS

- 1 The Owner warrants that by right under a contract of purchase from Lavender Villa Hotel Limited passed before the Royal Court on 7 August 2009 of one part and by virtue of a contract of purchase from Caroline Amanda Germain and Charles Duncan Alexander Booker passed before the Royal Court on 15 September 2017 of the other part it is the owner in perpetuity (*à fin d'héritage*) as to the Site.
- 2 The First Hypothecator has an interest in the Site by virtue of two judicial hypothecs (hypothèques judiciaire) registered in the Public Registry of Jersey on 4 April 2014 and 18 December 2015.
- 3 The Second Hypothecator has an interest in the Site by virtue of two judicial hypothecs (hypothèques judiciaire) registered in the Public Registry of Jersey on 23 September 2016 and 15 September 2017.
- 4 The Owner submitted an application (accorded the reference P/2017/1551) for planning permission for the Development.
- 5 Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Chief Officer is minded to approve the grant of planning permission for the Development subject to the prior completion of this Agreement.
- 6 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 7 The parties acknowledge that this Agreement is legally binding.
- 8 This Agreement shall be construed so as to give effect to the purpose and intention of the Law.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**OPERATIVE PART****1 DEFINITIONS**

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

"Agreement"	this agreement including the recitals and schedules hereto;
"Application"	the application for detailed planning permission in respect of the Site and described as "Demolish existing dwelling and part of care home. Construct two storey extension to care home. Remove existing vehicular access and create new vehicular access. Various external alterations. AMENDED ADDRESS: Site includes neighbouring property Le Petit Bois." and given the reference P/2017/1551;
"Bus Shelter Facilities Contribution"	the sum of eleven thousand five hundred pounds (£11,500) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure towards a bus shelter (together with accommodation and installation works and design fees) on the opposite side of Rue a Don to the Site (north-bound carriageway) to be located within the vicinity of the Site;
"Ceded Land"	the 2 metre wide strip of land forming part of the Site, located to the immediate south of the new vehicle entrance as indicated on Plan 050 P6 to be ceded to the Public by the Owner
"Chief Officer"	the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States responsible for planning and building in accordance with Article 1 of the Law;
"Commencement"	the date on which any operation (but not including any exploratory or investigative works) forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the

	Development begins to be carried out, and "Commence" and "Commenced" shall be construed accordingly;
"Contractor's Agreed Works Programme"	means the programme for the construction of the Development (including all ancillary and incidental items of works thereto) between the Owner and the Contractor;
"Contractor"	means the principal contractor engaged by the Owner to carry out the Development;
"Development"	the development of the Site as set out in the Application;
"Footpath"	means the formation of a new public footpath/pavement by the Owner along the entire roadside frontage of the Site (La Rue a Don) 1.5 metres wide as indicated on Plan 050 P6 to be undertaken to the Minister for Infrastructure's agreed specification and once completed to be ceded to the Public by the Owner
"GST"	goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
"Island Plan 2011"	The States of Jersey Island Plan, 2011 (as amended from time to time);
"Law"	the Planning and Building (Jersey) Law 2002;
"Minister for Infrastructure"	the Minister for Infrastructure, including his or her successor and any person or body to whom the functions of the Minister for Infrastructure may be transferred hereafter or lawfully delegated from time to time
"Occupation"	means occupation for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in demolition, site clearance, construction, fitting out, decoration, marketing, staff training or site security (and "Occupy" , "Occupied" and "Occupying" shall be construed accordingly);
"Plan"	the plan of the Site attached at the First Schedule to this Agreement;
"Plan 050 P6"	the plan of the Ceded Land attached at the First Schedule to this Agreement behind

		the Plan;
"Planning Permit"		the planning permission for the Development granted by the Chief Officer pursuant to the Application, a copy of which is attached at the Second Schedule and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time;
"Professional Team"		means any project managers architects quantity surveyors structural engineers mechanical and electrical engineers and any other consultant or adviser employed or engaged by the Owner in preparation for or in connection with the carrying out of the Development;
"Royal Court"		the Royal Court of the Island of Jersey;
"Site"		all that immoveable property generally known as Lavender Villa Residential Home and including neighbouring property Le Petit Bois, La Rue a Don, Grouville JE3 9DX the whole as shown for the purpose of identification edged by a broken red line on the Plan;
"Village Improvements Contribution"	Gateway	the sum of twelve thousand eight hundred pounds (£12,800) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure towards the highway improvements including traffic calming measures and signage within La Rue a Don, immediately adjacent to the Site;

2 CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced

against all of them jointly and against each individually unless there is an express provision otherwise.

- 2.5 Any reference to a law of the States of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Law or deriving validity from it.
- 2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Chief Officer the successors to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

3 LEGAL BASIS

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

4 CONDITIONALITY

This Agreement is conditional upon

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

save for any relevant provision which shall come into effect immediately upon the date on which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

5 OWNER COVENANTS

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

6 CHIEF OFFICER COVENANTS

The Chief Officer covenants with the Owner as set out in the Fourth Schedule.

7. PUBLIC REGISTRY OF CONTRACTS

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

8 MISCELLANEOUS

- 8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the

Director - Development Control of Planning and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control of Planning at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.

- 8.2 Any notices on the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 8.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 8.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the Commencement of Development.
- 8.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 8.7 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 Chief Officer and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Chief Officer by any of the obligations or covenants by the Owner in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 8.8 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 8.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.
- 8.10 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 8.11 All communications and notices served or made under this Agreement shall be in writing.

9 WAIVER

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

10 CHANGE IN OWNERSHIP

The Owner agrees with the Chief Officer to give the Chief Officer written notice (as soon as reasonably practical following such change) of any change in ownership of its interest in the Site occurring before all the obligations under this Agreement have been discharged.

11 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.

12 GOODS AND SERVICES TAX

- 12.1 All *cause* given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.
- 12.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that GST had not previously been charged in respect of that supply the person making the supply shall have the right to issue a GST invoice to the person to whom the supply was made and the GST shall be paid accordingly.

13 HYPOTHECATORS CONSENT

- 13.1 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 Hypothecator over the Site shall take effect subject to this Agreement PROVIDED THAT the Hypothecator shall otherwise have no liability under this Agreement unless it takes title to the Site in which case it too will be bound by the obligations as a person deriving title from the Owner.
- 13.1 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 Hypothecator over the Site shall take effect subject to this Agreement PROVIDED THAT the Hypothecator shall otherwise have no liability under this Agreement unless it takes title to the Site in which case it too will be bound by the obligations as a person deriving title from the Owner.

14 JURISDICTION

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

FIRST SCHEDULE
The Plan & Plan 050 P6





NOTES

Planned development may not be shown from this plan. The plan is for information only and does not constitute a guarantee of accuracy. The plan is for information only and does not constitute a guarantee of accuracy.

The drawing must be read in conjunction with all other documents relating to the project. The drawing must be read in conjunction with all other documents relating to the project.

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Rev

Description

Dwn

Ckd

Date

P1

PLANNING ISSUE

MM

MS

28/08/2017

P2

PLANNING ISSUE

MM

MM

06/10/2017

P3

land in same ownership added

mds

MM

13/02/2018

P4

land in same ownership omitted

mds

MM

27/02/2018

Client:

L.V.H. LIMITED

Project:

LAVENDER VILLA

Drawing Title:

SITE LOCATION PLAN

Scale @ A3:

1:2500

Project Co-ordinator:

IMCD

Date:

SEPTEMBER 2017

Issue Status:

PLANNING

Job No:

3298

Drawing No:

000

Revision:

P4

AXIS MASON

3 Malpas St, Halesowen, Walsley, LE2 3NU

01554 870137

AXISMASON.COM

LONDON GLASGOW JERSEY GDANSK DUBAI

P&B SERVICES

28 FEB 2018

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SECOND SCHEDULE
The Planning Permit

Planning Application Number P/2017/1551

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

In accordance with Article 19(8) of the Planning and Building (Jersey) Law 2002, as representations were made in connection with this application, this decision shall not have effect during the period of 28 days immediately after the decision date.

This permission enures (unless otherwise stated) for the benefit of the land to which it relates and of each person for the time being having an estate or interest in that land.

This decision does not absolve 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 the need to obtain the permission of the owner of the land to which this permission relates.

This is notification of the decision to **GRANT** permission to develop land under Article 19 of the Planning and Building (Jersey) Law 2002;

In respect of the following development:

Demolish existing dwelling and part of care home. Construct two storey extension to care home. Remove existing vehicular access and create new vehicular access. Various external alterations. AMENDED ADDRESS: Site includes neighbouring property Le Petit Bois.

To be carried out at:

Lavender Villa Residential Home & Le Petit Bois, La Rue a Don, Grouville, JE3 9DX

REASON FOR APPROVAL: Permission has been granted having taken into account the relevant policies of the approved Island Plan, together with other relevant policies and all other material considerations, including the consultations and representations received.

The approved scheme is for the demolition of the existing dwelling, Le Petit Bois, and thereafter the construction of an extension to the existing Lavender Villa care home.

The site forms part of the Built Up Area wherein new development will generally be permitted. This includes the development of health care facilities, under the provisions of Policy SCO 2 of the 2011 Island Plan (revised 2014).

With reference to Policy H 11, the loss of a dwelling is considered to be

APPROVED

justified, as the proposal - which will result in a significant increase in the size of the care home - is considered to be in the island's interest.

With reference to Policy GD 7, the design of the scheme is considered to be acceptable, and it will also result in an improvement to the relationship with the neighbouring property, Sea Breeze.

In consultation with the Department for Infrastructure, the applicants have agreed to the provision of a series of works and financial contributions, with the aim of improving highway safety and facilitating non-car modes of transport. This is in line with the provisions of the transport policies of the Island Plan.

The comments from neighbours regarding the loss of trees are noted (with reference to Policy NE 4). This issue has been carefully balanced against the other benefits of the scheme, and the department is satisfied in this instance that the loss of the existing trees is justified. Replacement trees will be planted to help restore landscape character along this section La Rue a Don.

This permission is granted subject to compliance with the following conditions and approved plan(s):

- A.** The development shall commence within three years of the decision date.

Reason: The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.

- B.** The development hereby approved shall be carried out entirely in accordance with the plans, drawings, written details and documents which form part of this permission.

Reason: To ensure that the development is carried out and completed in accordance with the details approved.

Condition(s):

1. Prior to their first use on site, samples of all external materials to be used (including any hard landscaping materials) shall be submitted to and approved in writing by the Department of the Environment. The approved materials shall be implemented in full and thereafter retained as such.
2. Prior to the development being brought into first use, visibility plays shall be laid out and constructed in accordance with the approved plans. The visibility plays shall then be retained thereafter and no visual obstruction of any kind over the height of 900mm shall be erected within them.

3. No part of the development hereby approved shall be occupied until the means of access to La Rue a Don, as indicated on the approved approved Site Plan, has been wholly constructed in accordance with the approved plans (and to the satisfaction of the Department for Infrastructure). Thereafter, it shall be retained and maintained as such.
4. Notwithstanding the details indicated within the approved plans, prior to the commencement of the development on site, the final design and siting of the bus shelter must be agreed in writing by the Department of the Environment. Once agreed, the new bus shelter (which must be lit) shall be supplied and installed, at the applicant's expense, prior to the first occupation of the new development, and thereafter maintained in a good condition.
5. No part of the development hereby approved shall be occupied until at least one electric vehicle charging point has been installed, and made operational, to DFI Transport standard.
6. The development hereby approved shall not be commenced until details of the trees to be planted within the new roadside planters have been submitted and approved in writing by the Department of the Environment. Once agreed, the replacement trees shall be planted within the first available planting season and shall thereafter be retained as such.
7. No part of the development hereby approved shall be occupied until all hard and soft landscape works as indicated on the approved plan have been carried out in full. Following completion, the landscaping areas shall be thereafter retained as such.
8. The measures outlined in the approved Species Protection Plan (Section 5 of the Ecological (Bat) Survey Report and Species Protection Plan, ref. NE/ES/LV.02, 26th March 2018, Nurture Ecology) shall be implemented prior to the commencement of development, continued throughout the phases of development (where applicable) and thereafter retained and maintained as such. Any variations that may be required as a result of findings on site are to be agreed in writing by the Department of the Environment prior to works being undertaken.
9. No tree felling, hedgerow removal or shrub clearance works shall take place between 1st March and 30th September inclusive, unless an inspection of the site of the works for active birds' nests or dens / roosts of other protected wildlife has been undertaken by a competent person and a report has been submitted to the Department of the Environment setting out the results of the inspection and describing a method of working to avoid harm to protected wildlife species or to their nests, dens, or roosts. The inspection shall be undertaken 10 days or less before the commencement of the proposed works, and no works shall commence unless the report and method of working have been approved in writing by the Department. The development shall then be carried out entirely in accordance with the approved details.

APPROVED

10. A Percentage for Art contribution shall be delivered on site as part of the development to the value of 0.75% of the costs of construction. Precise details relating to the exact form which the contribution will take, must be submitted to, and approved in writing by, the Department of the Environment, prior to the commencement of the development hereby approved. Thereafter, the approved work of art must be installed prior to the first use / occupation of any part of the development hereby approved.

Reason(s):

1. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD1 and GD7 of the adopted Island Plan 2011 (Revised 2014).
2. In the interests of highway safety, in accordance with Policy GD1 of the adopted Island Plan 2011 (Revised 2014).
3. In the interests of highway safety and pedestrian amenity, in accordance with Policy GD 1 of the adopted Island Plan 2011 (Revised 2014).
4. In the interests of highway safety and the amenities of pedestrians and bus users, in accordance with Policy GD 1 of the adopted Island Plan 2011 (Revised 2014).
5. In the interests of promoting sustainable patterns of development, in accordance with Policies TT 9 and SP 6 of the adopted Island Plan 2011 (Revised 2014).
6. To ensure the landscaping of the area is adequately restored in accordance with Policies GD 1 and NE 4 of the adopted Island Plan 2011 (Revised 2014).
7. To ensure that the benefits of the approved landscaping scheme are carried out and completed, making a positive contribution to the amenities of the site in accordance with Policies GD 1, GD 7, NE 1, NE 2 and NE 4 of the adopted Island Plan 2011 (Revised 2014).
8. To ensure the protection of all protected species in accordance with Policies NE 1, NE 2 and NE 4 of the adopted Island Plan 2011 (Revised 2014).
9. To ensure the protection of any nesting birds and any protected species in accordance with Policies NE 2 and NE 4 of the adopted Island Plan 2011 (Revised 2014).
10. In accordance with the provisions of Policy GD 8 of the adopted Island Plan 2011 (revised 2014).

FOR YOUR INFORMATION

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

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

3298 000 P4 - Site Location Plan
3298 001 P2 - Existing Site Plan
3298 002 P1 - Existing Site Survey
3298 010 P2 - Existing Ground Floor Plan
3298 011 P2 - Existing First Floor Plan
3298 012 P2 - Existing Roof Plan
3298 050 P6 - Proposed Site Plan
3298 100 P3 - Proposed Ground Floor Plan
3298 101 P3 - Proposed First Floor Plan
3298 102 P3 - Proposed Roof Plan
3298 300 P4 - North-West and South-East Proposed Elevations
3298 301 P3 - North-East and South-West Proposed Elevations
3298 302 P3 - Proposed Internal Elevations 1-1, 2-2, 3-3
3298 350 P3 - Proposed Sections A-A & B-B
3298 400 P2 - Proposed Facade Details Sheet 1
3298 401 P2 - Proposed Facade Details Sheet 2
3298 450 P3 - Proposed 3D Views
3298 900 P3 - Proposed Landscape Plan
Design and Access Statement
Bat Survey Report
Ecological (Bat) Survey Results Report & Species Protection Plan – Revised
26th March 2018
Initial Ecological Assessment
Percentage for Art Statement
Waste Management Plan

DECISION DATE:

The development may also require building permission, 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.

THIRD SCHEDULE

The Owner's Covenants with the Chief Officer

The Owner covenants, agrees and undertakes:

Commencement

- 1 Not to Commence the Development until the Owner has given to the Chief Officer not less than twenty-eight (28) days' notice in writing of its intention so to do.
- 2 Not to Commence the Development until the Owner has given to the Chief Officer and the Minister for Infrastructure the Contractor's Agreed Works Programme.
- 3 The Owner shall procure that the Development is carried out diligently and with all due expedition in accordance with the Contractor's Agreed Works Programme.
- 4 The Owner shall not without the agreement (such consent not to be unreasonably withheld or delayed) in writing of the Chief Officer (in consultation with the Minister for Infrastructure) permit any alteration modification or variation to be made to the Contractor's Agreed Works Programme that will delay the time in which the obligations under this Agreement are to be performed.
- 5 The Owner shall properly monitor and co-ordinate the functions of the Professional Team and ensure that the carrying out of the Development is properly monitored and co-ordinated and that the Professional Team shall use all proper skill and care in the supervision of the Development.

Bus Shelter Facilities

- 6 Not to Commence or cause or permit to be Commenced any part of the Development until such time as the Bus Shelter Facilities Contribution has been paid to the Treasurer of the States.

Village Gateway Improvements

- 7 Not to Commence or cause or permit to be Commenced any part of the Development until such time as the Village Gateway Improvements Contribution has been paid to the Treasurer of the States.

Ceded Land

- 8 Not to Occupy or cause or permit to be Occupied more than 50% of the Development until such time as the Ceded Land is ceded and transferred by the Owner to the Public of the Island which shall take a conveyance of the Ceded Land free of all charges and encumbrances by contract to be passed before the Royal Court the Owner paying the proper and reasonable costs

of and incidental to the said transfer (including all and any reasonable legal and professional costs)..

Footpath

- 9 Not to Occupy or cause or permit to be Occupied more than 50% of the Development until such time as the Footpath is completed and the land ceded and transferred by the Owner to the Public of the Island which shall take a conveyance of the Footpath free of all charges and encumbrances by contract to be passed before the Royal Court the Owner paying the proper and reasonable costs of and incidental to the said transfer (including all and any reasonable legal and professional costs).

FOURTH SCHEDULE

Chief Officer's covenants

1. The Chief Officer covenants with the Owner to, at the written request of the Owner from time to time, to provide written confirmation of the discharge of the obligations contained in this Agreement (or any of them) when and to the extent that the Chief Officer is satisfied that such obligations have been performed.
2. The Chief Officer hereby covenants with the Owner to use all sums received by the Treasurer of the States from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.
3. The Chief Officer covenants with the Owner that he will procure or arrange that the Treasurer of the States will pay to the Owner such amount of any payment made by the Owner to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement within seven years of the date of receipt by the Treasurer of the States of such payment.

Signed on behalf of the Chief Officer:

[Redacted Signature]

Name and Position: PETER LE GRESLEY (DIRECTOR)

in the presence of

[Redacted Signature]

Name and Position: LAWRENCE DAVIES (PLANNER)

this 15th day of January 2019

Signed by LV Group Limited

[Redacted Signature]

MICHAEL SUTTON

In the presence of

[Redacted Signature]

Name and Position

CHRIS JHELAN, LV GROUP DIRECTOR

Signed on behalf of Royal Bank of Scotland International Limited

[Redacted Signature]

[Redacted Signature]

In the presence

[Redacted Signature]

PAUL JONES

This 6 day of December 2018

Signed on behalf of RS Fund II, LP
acting by its general partner,
RS FUND II GP, LIMITED

.....
[REDACTED]
.....
Eliam Jones
Director
[REDACTED]
in the presence of [REDACTED] .. THOMAS LEADER ..
this 7th day of DECEMBER 2018