

In the Royal Court of Jersey

Samedi Division

In the year two thousand and eighteen, the eleventh day of May.

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 and Pebbles (Gorey) Limited in relation to The Pebbles, Gorey Village Main Road, and Ederline House, New Road, Gorey Village, 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 the The Pebbles, Gorey Village Main Road and Ederline House, New Road, Gorey Village, Grouville, Jersey

Dated

10th May

2018

The Chief Officer for the Environment (1)

Pebbles (Gorey) Limited (2)

DATE

10th May

2018

PARTIES

- (1) The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("**the Chief Officer**");
- (2) Pebbles (Gorey) Limited ("**the Owner**") 13-14 Esplanade, St Helier, Jersey JE1 1EE

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (à fin d'héritage) of the Site partly by hereditary purchase by contract dated 8 January 2016 from Farley Hotels Limited; partly by hereditary purchase by contract dated 30 September 2016 from Susan Jane Killick, née Peterson; and partly by hereditary purchase by contract dated 30 September 2016 from Catherine Mary Johnston, née Peterson.
- 2 The Owner submitted an application (accorded the reference P/2018/0140) for planning permission for the Development.
- 3 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.
- 4 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 5 The parties acknowledge that this Agreement is legally binding.
- 6 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 planning permission in respect of the Site and described as

	<p>"Demolish existing buildings and construct 8 No. two bed and 1 No. one bed flats and 5 No. two bed houses, all with associated parking and landscaping." and given the reference P/2018/0140;</p>
"Bus Stop Contribution"	<p>the sum of twenty thousand pounds (£20,000) to be paid by the Owner to the Treasurer of the States to be applied towards highway improvement works at Clos du Rivage bus stops consisting of:</p> <ul style="list-style-type: none"> • Northbound bus shelter provision; • Southbound bus shelter works to address the inadequate passenger waiting facilities that suffer from poor drainage and over parking by private cars; and • Works to address the lack of pedestrian facilities to cross safely from New Road/Old Road to the southbound stop and promenade shared use path, which currently inhibits safe and convenient pedestrian connectivity
"Chief Officer"	<p>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;</p>
"Commencement"	<p>the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out, and "Commence" and "Commenced" shall be construed accordingly;</p>
"Cycleway Contribution"	<p>the sum of eighteen thousand nine hundred pounds (£18,900) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure for the</p>

	purposes of the Eastern Cycle Route network as required by the Island Plan 2011;
"Development"	the development of the Site as set out in the Planning Permit;
"Dwelling Unit"	a residential unit forming part of the Development to be constructed pursuant to the Planning Permit;
"Footpath Works"	the formation of a public footpath and raised traffic table in accordance with a specification consistent with the Footpath Works and Raised Table Plan issued by the Minister for Infrastructure to the Owner;
"Footpath Works and Raised Table Plan"	the plan with reference Job No. 3036 Drawing No. 100 Rev P17 outlining the Footpath Works, a copy of which is contained in the Fifth Schedule.
"GST"	goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
"Index"	the all Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey.
"Interest"	interest at three per cent above the base lending rate of the Barclays Bank Plc from time to time.
"Island Plan 2011"	the States of Jersey Island Plan, 2011 (as amended from time to time);
"Law"	the Planning and Building (Jersey) Law 2002;

"Occupation", "Occupy" and "Occupied"	means 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;
"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;
"Public"	the Public of the Island of Jersey;
"Royal Court"	the Royal Court of the Island of Jersey;
"Site"	the site comprising (i) the site of a building comprising staff accommodation with the land adjoining thereto (built and established on the site of (a) the house known as "Boat House Guest House", buildings and garden and (b) the house known as "The Pebbles"); (ii) the site of the house known as "Ederline House" with the dependent gardens and other appurtenances erected and established on the northern part of a walled garden; and (iii) the land formerly containing a brick building erected in the south-west corner thereof formerly being the southern part of a walled garden and lying to the south-east of and co-extensive with the property known as "Ederline House", the whole as shown for the purposes of identification on the plan forming the First Schedule;
"Table Works"	the formation of a raised traffic table in accordance with a specification consistent

	with the Footpath Works and Table Plan issued by the Minister for Infrastructure to the Owner;

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 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 but this obligation shall not extend to the disposal of any individual Dwelling Units to a purchaser for his own, his family or his tenant's Occupation.

11 INDEXATION

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from (a) the date on which the Planning Permit becomes capable of implementation following the elapse of the statutory period for the making of a third party appeal without any such appeal having been made or, if applicable, the final determination of any third party appeal until (b) the date on which such sum is payable.

12 INTEREST

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

13 DISPUTE RESOLUTION

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

14 GOODS AND SERVICES TAX

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

14.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this 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.

15 JURISDICTION

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

FIRST SCHEDULE

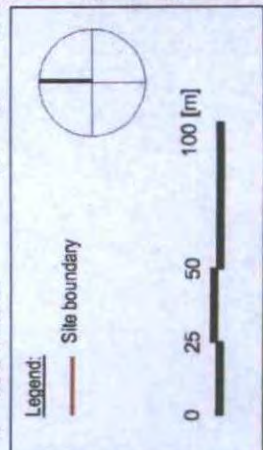
The Site



Axis Mason Digimap Licence No J74

AXIS MASON 3 Malpas Street Jersey, JE2 3UL 01534 870 137 WWW.AXISMASON.COM		LONDON GLASGOW JERSEY GDANSK CURBAN	
Scale @ A4:	1:2500	Date:	JUNE 2017
Project Co-ordinator:	IMcD	Issue Status:	PLANNING
Job No:	3036	Drawing No:	000
		Revision:	P3

Client:	DANDARA JERSEY LTD
Project:	THE PEBBLES GOREY VILLAGE GROUVILLE
Drawing Title:	SITE LOCATION PLAN



Rev	Description	Dwn	Ckd	Date
P1	Draft Issue to Client	NL	AK	24/02/17
P2	Draft Planning Issue	NL	AK	17/03/17
P3	Planning Issue	MN	AK	23/05/17

NOTE
 Figures dimensions only are to be taken from this drawing. All dimensions are to be checked on site before any work is put in hand. It is the client's responsibility to ensure that the drawing is used in conjunction with all other pertinent site drawings. All drawings are to be used in conjunction with relevant drawings from other consultants. In the case of discrepancies, this drawing must not be signed in whole or in part without the prior written permission of Axis Mason Ltd.
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SECOND SCHEDULE

The Planning Permit

Planning Application Number P/2018/0140

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 buildings and construct 8 No. two bed and 1 No. one bed flats and 5 No. two bed houses, all with associated parking and landscaping.
3D Model Available

To be carried out at:

Pebbles and Ederline House, New Road, Grouville, JE3 9EY

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 submitted plans and other documents, as well as the consultations and representations received.

The approved scheme is for the comprehensive redevelopment of the site, resulting in the creation of 14 new units of accommodation.

The site forms part of the Built Up Area, at the heart of an established village settlement. It is therefore an ideal location for new residential development under the provisions of the Island Plan spatial Strategy (Policy SP 1), and also Policy H 6 Housing within the Built Up Area. The overall density of the approved development is also considered to be appropriate for the location, making optimum use of the site in line with Policy GD 3 Density of development.

Generally, this is considered to be a well-designed scheme which reflects the predominantly traditional character of the surrounding buildings - this is an appropriate response to the site context.

The Department is mindful of the public representations which have been received, and the scheme has been amended in response to now include the partial retention of the roadside granite wall.

However, the level of parking provision (another concern raised) is considered to be acceptable, reflecting the strategic ambition of the States of Jersey to reduce dependence on the use of private cars (manifested in Island Plan Strategic Policy SP 6), and encourage more sustainable modes of transport. To this end, the applicants have agreed to undertake works, or make a contribution towards, pedestrian and bus infrastructure, as well as the Eastern Cycle Route - this is in line with the transport policies of the Island Plan.

The concerns raised regarding impact on neighbouring amenities have also been carefully considered, and the scheme has been amended to now include privacy screens to the balconies of some of the upper level apartments to reduce overlooking. With regard to the potential impact on the neighbouring properties directly opposite along New Road, the department does not believe that the development would unreasonably harm living conditions for these residents, and that any effects would be within the generally acknowledged bounds of acceptability for housing in a built-up area such as this.

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 installation, a sample of the fritted glass panels to be installed to the balconies of units 4, 7 & 8, shall be submitted to, and agreed in writing by, the Department of the Environment. Thereafter, the panels must be retained and maintained as such for the lifetime of development.
2. The privacy screens to the south elevation of the balconies of units 4 & 8 (as indicated in approved plan 301 P14) must be installed prior to first occupation of these units. Thereafter, they must be retained and maintained as such for the lifetime of the development.

3. Notwithstanding any indications within the approved plans or other documents, prior to the first occupation of the new development, electric vehicle charging point ducting (to enable one point per residential unit in future) shall be installed within the car park.
4. Prior to the first occupation of the new development, a schedule of external lighting shall be submitted to, and agreed in writing by, the Department of the Environment. Thereafter, the lighting scheme shall be implemented as agreed, and maintained as such for the lifetime of the development unless permission is granted for any variation thereto.
5. Notwithstanding the conclusions reached within the Phase 1 Desktop Study, following the commencement of development during the demolition and construction phases, should any contamination not previously identified be found, the Department of the Environment shall be informed as soon as possible. No further development shall be carried out (unless otherwise agreed in writing with the Department) until the levels of potential contaminants in the ground have been investigated and any risks to human health or the wider environment assessed and mitigated, in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 – Development of Potentially Contaminated Land as amended.
6. For the avoidance of doubt, the site's existing granite roadside wall along Old Road shall be fully retained as part of the development. The granite roadside wall along New Road shall be retained in part, being reduced in height in order to form the roadside boundary wall to the five new dwellings.
7. Notwithstanding the indications within approved plan 400 P7, the new chimneys shall be constructed in accordance with the details and images set out within approved plans 300 P17, and 301 P14.

Reason(s):

1. To ensure the that the panels are appropriately designed, in order to ensure a reasonable level of privacy for the occupiers of neighbouring properties, under the provisions of Policy GD 1 of the adopted Island Plan 2011 (revised 2014).
2. In the interests of the privacy of the occupiers of neighbouring properties, under the provisions of Policy GD 1 of the adopted Island Plan 2011 (revised 2014).
3. To ensure that all of the residential units have easy access to a charging point in the future, under the provisions of Policy GD 1 of the adopted Island Plan 2011 (revised 2014).
4. To ensure that external lighting does not cause harm to any nocturnal protected species, under the provisions of Policies NE 1, NE 2 and NE 4 of the adopted Island Plan 2011 (revised 2014).

5. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD 1 and GD 6 of the adopted Island Plan 2011 (revised 2014).
6. In the interest of preserving the character of these parts of the site, under the provisions of Policy GD 1 of the adopted Island Plan 2011 (revised 2014).
7. To ensure the use of appropriate materials and detailing, in accordance with Policy GD 7 of the adopted Island Plan 2011 (revised 2014).

FOR YOUR INFORMATION

- A. Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should be aware of the possible presence of ASBESTOS within the development site. It is recommended that further advice is sought from a suitably qualified professional prior to the commencement of development so as to reduce the risk to public health.
- B. Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance on The Control of Dust and Emissions from Construction and Demolition, which can be found online at:
http://www.london.gov.uk/thelondonplan/guides/bpg/bpg_04.jsp
- C. Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance contained in the document 'Guidelines on Noise Control for Construction Sites' which is available online at
<http://www.gov.je/Industry/Construction/Pages/ConstructionSite.aspx>
and 'British Standard BS5228:2009 Code of Practice for Noise and Vibration Control on Construction and Open Sites'.
- D. Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should be aware that if noise complaints are received in the future, the matter may be investigated and considered under the Statutory Nuisances (Jersey) Law 1999, and noise mitigation measures may then be required. These measures may themselves require planning permission.

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

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

- 000 P3 – Location Plan
- 001 P4 – Existing Site Survey
- 003 C – Proposed Drainage Strategy
- 010 P5 – Existing Ground Floor Plan
- 011 P4 – Existing First Floor Plan

APPROVED

012 P4 – Existing Second Floor Plan
013 P4 – Existing Third Floor Plan
020 P4 – Existing Elevations and Photographs Sheet 1
021 P5 – Existing Elevations and Photographs Sheet 2
050 P10 – Site Plan
051 P14 – Ground Floor Context Plan
100 P17 – Ground Floor Plan
101 P16 – First Floor Plan
102 P14 – Second Floor Plan
103 P15 – Roof Plan
110 P10 – Typical Units Layouts
115 P12 – Proposed Amenity Area Plan
200 P14 – Comparison of Existing & Proposed Elevations
201 P13 – Context Site Elevation
300 P17 – Proposed North & South Elevations
301 P14 – Proposed West & East Elevation
400 P8 – Proposed Façade Details
900 P11 – Proposed Landscape Plan
Bat Survey Report
Crime Impact Statement
Design and Access Statement
Flood Risk Assessment
Geoenvironmental Site Assessment
Heritage Assessment
Initial Ecological Assessment Report
Mitigation Strategy Report
Percentage for Art Statement
Planning Statement
Site Waste Management Plan
Sustainability Report
Transport Statement Report

DECISION DATE: xx/xx/xxxx

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 seven (7) days' notice in writing of its intention so to do.

CONTRIBUTIONS

- 2 To pay each of the Bus Stop Contribution and the Cycleway Contribution to the Treasurer of the States prior to the Commencement of the Development.
- 3 Not to Commence the Development until such time as each of the Bus Stop Contribution and the Cycleway Contribution has been paid to the Treasurer of the States.

TABLE WORKS

- 4 To carry out and complete the Table Works at the cost of the Owner prior to the Occupation of any part of the Development.
- 5 Not to Occupy any part of the Development until such time as the Table Works have been carried out and completed.

FOOTPATH WORKS AND TRANSFER

- 6 To carry out and complete the Footpath Works at the cost of the Owner prior to the Occupation of any part of the Development.
- 7 Not to Occupy any part of the Development until such time as the Footpath Works have been carried out and completed.
- 6 Following completion of the Footpath Works to transfer to the Public free of charge upon request by the Public that part of the Site upon which any of the Footpath Works have been carried out.

FOURTH SCHEDULE

Chief Officer's covenants

1. 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.
2. 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 four years of the date of receipt by the Treasurer of the States of such payment.

FIFTH SCHEDULE

Footpath Works and Raised Table Plan



Signed on behalf

by

ANDY SCARF

in the presence

P. LG GRESLEY

this 10th day of May 2018

Signed (Storey) Limited

by

in the presence of

C. ATTEMAN

this 4th day of May 2018