

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-one, the twenty third day of April.

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 Minihi Limited in relation to The Former JEP Site, La Grande Route de St Martin, St Saviour, Jersey, be registered in the Public Registry of this Island.



Greffier Substitute

LOD

Reg. Pub.

Planning Obligation Agreement under Article 25 of the Planning and Building

(Jersey) Law 2002

relating to the development of The Former JEP Site, La Grande Route de St Martin, St Saviour, Jersey

Dated

23rd April

2021

The Chief Officer for the Environment (1)

Minihi Limited (2)

DATE

23rd April

2021

PARTIES

1. The Chief Officer for the Environment of PO Box 228, St Helier Jersey JE4 9SS ("**the Chief Officer**"); and
2. Minihi Limited of 15 Bath Street St Helier Jersey JE2 4ST ("**the Owner**").

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (à fin d'héritage) of the Site by hereditary purchase by contract dated 22nd November 2019 from The Guitton Group Limited.
- 2 The Owner submitted the Application (accorded the reference P/2020/1302) for planning permission for the Development.
- 3 Pursuant to Article 9(5)(b) of the Law, the Chief Officer referred the Application to the Planning Committee for determination by that Committee.
- 4 Having regard to the purposes of the Law, the Island Plan 2011 and all other material considerations the Planning Committee at its meeting on 1 April 2021 resolved to approve the grant of planning permission for the Development subject to the prior completion of this Agreement.
- 5 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 6 The parties acknowledge that this Agreement is legally binding.
- 7 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 "Demolish all existing buildings on site. Construct 1 no. retail unit, 1 no. self-storage unit, and 1 no. light industrial building (containing 4 no. individual units), with associated parking and landscaping." and given the reference P/2020/1302;
"Bus Service Contribution"	the sum of forty thousand one hundred and ninety four pounds (£40,194) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure;
"Bus Shelter (South) Contribution"	the sum of twenty thousand pounds (£20,000) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure for the purposes of constructing a bus shelter on the southern bus route adjacent to the Property;
"Bus Shelter (North) Contribution"	the sum of eleven y 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 for the purposes of constructing a bus shelter on the northern bus route in the vicinity to the Property;
"Ceded Land"	the 3 metre wide strip of land forming part of the Site adjacent to La Grande Route de St Martin, as indicated on Plan B 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 constructions works forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out to exclude, for the avoidance of doubt, any investigation of the Site, any clearance of the Site, removal of any asbestos from the Site and any demolition on the Site and "Commence" and "Commenced" shall be construed accordingly;
"Development"	the development of the Site as set out in the Planning Permit;
"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;
"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", "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;
"Pedestrian Crossing Works"	the formation of a new pedestrian crossing in accordance with a specification consistent with the Pedestrian Crossing Plan;
"Pedestrian Crossing Plan"	the plan outlining the Pedestrian Crossing Works, a copy of which is contained in the Fifth Schedule;
"Plan B"	the plan of the Ceded Land attached at the First Schedule to this Agreement;
"Royal Court"	the Royal Court of the Island of Jersey;
"Site"	the site comprising the property known as The Former JEP Site, Five Oaks, St Saviour, the whole as shown for the purposes of identification on Plan A forming the First Schedule;

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'S COVENANTS

The Owner covenants and agrees with the Chief Officer as set out in the Third Schedule. This Agreement shall be enforceable against any successor in title to the Owner.

6 CHIEF OFFICER COVENANTS

The Chief Officer jointly and severally 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 PO Box 228, St Helier Jersey JE4 9SS or as otherwise notified for the purpose by notice in writing.

- 8.2 Any notices served 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 in this Agreement 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 in this Agreement.
- 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 in this Agreement.
- 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 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 COUNTERPART

This Agreement may be executed in any number of counterparts by the parties hereto on different counterparts, but shall not be effective until each party has executed at least one counterpart and each counterpart shall constitute an

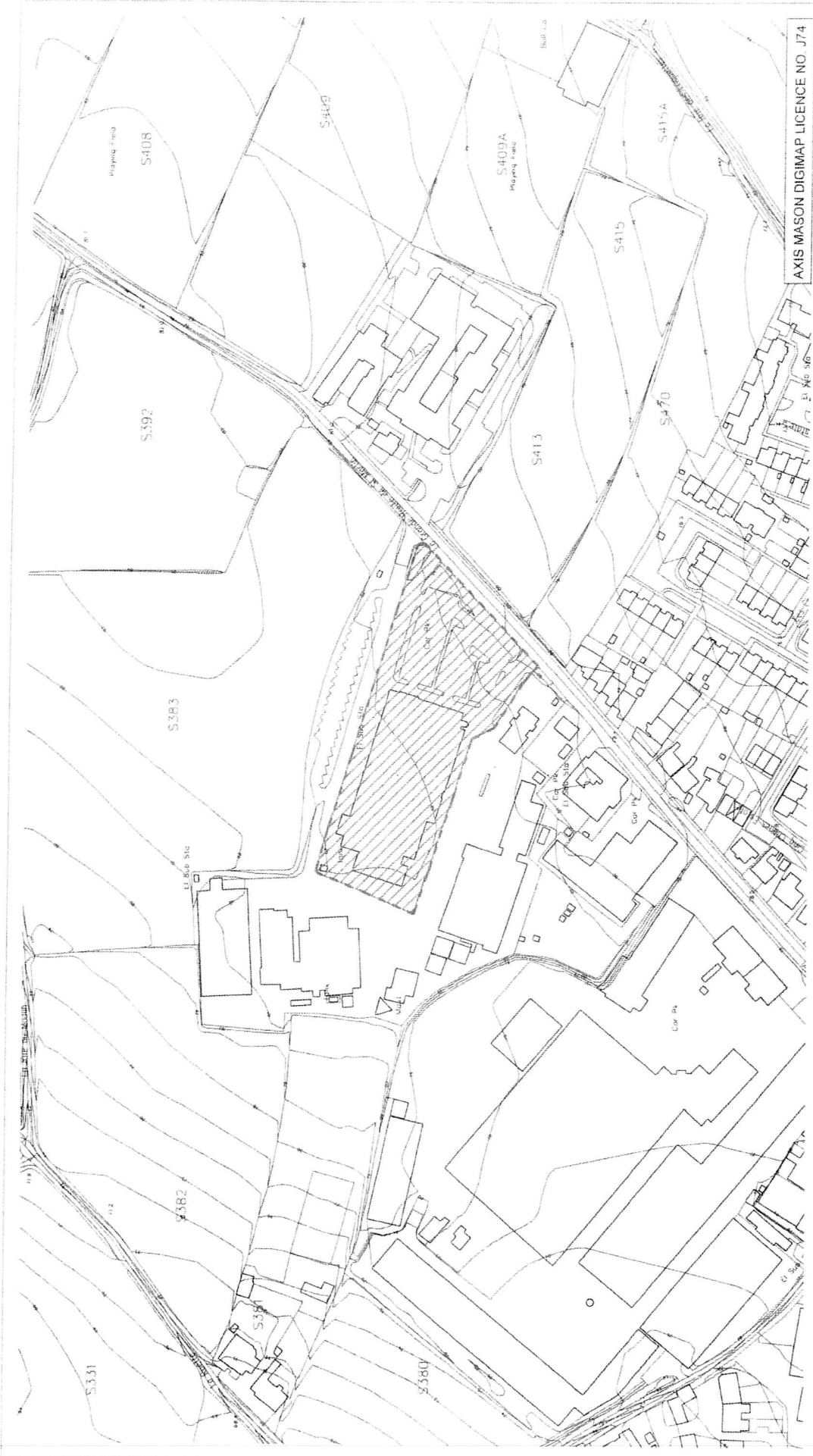
original of this Agreement but all the counterparts shall together constitute one and the same Agreement.

16 JURISDICTION

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

FIRST SCHEDULE

Plan A - The Site



LEGEND

SURFACE TEXTURES

- Car park**: Short Grassland surface (using 10mm size 10mm thick gravel) with base to 100mm depth; adjacent to paved area. Rigid markings as reflective thermochromic.
- Car park - light material**: Concrete hard standing.
- Pavedways**: Demolish existing paving (100 x 100 x 10mm thick) and replace with new paving (100 x 100 x 10mm thick). Paving stones to be replaced with 100mm square tiles in grey or black.
- Parking lines**: Permanent black lines (100 x 100 x 10mm thick) and new white lines (100 x 100 x 10mm thick). Painted lines to be replaced with 100mm square tiles in grey or black.
- Gravel for drainage**: Gravel.
- Glossing ports**: Black plastic.

KERBS & EDGES

- Profile Pavement/Curb**: Profiled Standard Concrete Kerb (150 x 150 x 125mm). Colour: Natural. Chip marks removed.
- Concrete flush paving for vehicular entrances**: 150 x 150 x 125mm. Colour: Natural.

WALLS & FENCES

- Excavated field**: Agricultural fencing with stone posts.
- Masonry fencing**: European steel mesh fencing, 1m.
- Cash barrier**: Access road barrier.
- Existing gate to wall / fence**: Existing gate to wall / fence 400m high.
- New wall to meet existing wall level**.

Site Furniture

- Cycle rack**.
- Bicycle pump**.
- Bike repair station**.
- OTV post**.
- Roadside signpost**.
- Trolley shelter**.
- Container unit**.

VEGETATION

- Ground covered with native wildflowers and grasses**.
- Mixed shrubs and herbaceous plants**.
- Existing hedging**.
- Proposed hedging**.
- Existing hedging to be removed**.
- Existing trees to be retained**.
- Proposed tree**.
- Tree to be removed**.
- Tree under review (to be retained if possible)**.

ECOLOGY FEATURES

- Hedgehog house**.
- Bug hole**.

LEVELS

- +0.00: Existing Level
- 0.00: Proposed Level
- Site Boundary

Scale: 0 to 10 meters.

North Arrow: Points towards the top left.

Client: AMH Limited

Project: Former EP Site, SLSalvor, Jersey

Drawing Title: Proposed Landscape Plan

Scale @ A1: 1:250

Project Co-ordinator: MB

Date: July 2020

Status: INFORMATION

Job No: J008

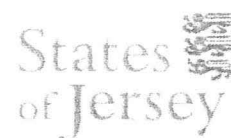
Drawn By: J00

Revision:

SECOND SCHEDULE

The Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2020/1302

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 all existing buildings on site. Construct 1 no. retail unit, 1 no. self-storage unit, and 1 no. light industrial building (containing 4 no. individual units), with associated parking and landscaping.

To be carried out at:

Jersey Evening Post, La Grande Route de St Martin, St Saviour, JE4 8XQ

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 comprehensive redevelopment of the site. This will involve the demolition of all existing buildings, and the establishment of three individual and separate commercial entities; a food retail unit, a self-storage facility, and a block of 4 no. light-industrial units.

The site is located within the Built-Up Area, and surrounded by other industrial, or quasi-industrial, uses; there are no immediate residential neighbours.

The proposed development is considered to be well-designed, making efficient and effective use of a substantial, vacant commercial / employment site.

The scale, and modern & functional design of the new buildings is considered to be appropriate, taking into account the immediate context of the site.

The provision of a new public art installation, enhancement of landscaping, and

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2020/1302

the applicant's contribution towards local sustainable transport infrastructure, further help to support and justify the application.

The transport authority has been consulted, and is content with the proposal from a visibility and general highway safety perspective.

The objections received have been noted, and taken into account. However, the Committee is satisfied that the proposed development accords with the Island Plan Spatial Strategy, as well as with the detailed policies contained within the plan.

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 Development Control section of Regulation. Thereafter, the approved materials shall be implemented in full and retained as such.
2. Prior to its installation, precise details with regard to the Percentage for Art contribution, must be submitted to, and approved in writing by, the Development Control section of Regulation. Thereafter, the approved work of art must be installed prior to the first use / occupation of any part of the development hereby approved.
3. Prior to the commencement of construction, the Site Waste Management Plan shall be amended and updated to provide the additional information requested by IHE Solid Waste in its consultation response dated 11/03/21. The additional information must then be agreed in writing by

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2020/1302

the Development Control section of Regulation before development continues on site.

4. No works below current ground levels shall take place on the site, until a programme of archaeological oversight has been submitted to, and agreed in writing by, the Development Control section of Regulation.
5. The measures outlined in the approved Species Protection and Enhancement Plan (TO BE REVISED - ref. NE/ES/JEP.02, 21st July 2020, Nurture Ecology) shall be implemented prior to the commencement of the 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 Land Resource Management Team prior to works being undertaken.
6. No part of the development hereby approved shall be occupied until all hard and soft landscape works, as indicated on the approved plans, have been carried out in full. Thereafter, following completion, the landscaping areas shall be thereafter and maintained as such.
7. Prior to the development being brought into first use, visibility splays shall be laid out and constructed in accordance with the approved plans. Thereafter, the visibility splays shall be retained, and no visual obstruction of any kind over the height of 900mm shall be erected within them.
8. No part of the development hereby approved shall be occupied until the means of vehicular access, all of the areas for parking, loading/unloading, and deliveries, as indicated on the approved plans, have been wholly constructed in accordance with the approved plans. Thereafter, these areas must be retained and maintained as such for the approved uses.
9. No part of the development hereby approved shall be occupied until all of the cycle parking facilities, as indicated on the approved plans, have been wholly constructed. Thereafter, the facilities shall be retained solely for the use of users and occupants of the development.

Reason(s):

1. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD 1 and GD 7 of the Jersey Island Plan 2011 (revised 2014).
2. To accord with the provisions of Policy GD 8 of the Jersey Island Plan 2011 (revised 2014).

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2020/1302

3. To accord with the provisions of Policies WM 1 and WM 5 of the Jersey Island Plan 2011 (revised 2014).
4. To ensure that potential archaeological resources within the site are protected, in accordance with Policies SP 4 and HE 5 of the Jersey Island Plan 2011 (revised 2014).
5. To ensure the protection of all protected species in accordance with Policies NE 1, NE 2 and NE 4 of the Jersey Island Plan 2011 (revised 2014).
6. To ensure that the benefits of the approved landscaping scheme are carried out and completed, making a positive contribution to the amenities of the site in accordance with Policies GD 1, GD 7, NE 1, NE 2 and NE 4 of the Jersey Island Plan 2011 (revised 2014).
7. In the interests of highway safety, in accordance with Policy GD 1 of the Jersey Island Plan 2011 (revised 2014).
8. In the interests of highway safety, in accordance with Policy GD 1 of the Jersey Island Plan 2011 (revised 2014).
9. In the interests of promoting sustainable patterns of development, in accordance with Policies TT 4 and SP 6 of the Jersey Island Plan 2011 (revised 2014).

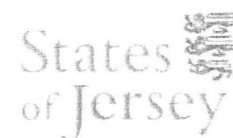
FOR YOUR INFORMATION

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

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

3865 001 P3 - Site Location Plan
 3865 010 P3 - Existing Site Plan
 3865 011 P3 - Existing Ground Floor Plan: Part 1 of 2
 3865 012 P3 - Existing Ground Floor Plan: Part 2 of 2
 3865 013 P2 - Existing First Floor Plan
 3865 015 P2 - Existing Elevations & Site Photographs
 3865 020 P5 - Proposed Site Plan
 3865 050 P12 - Proposed Consolidated Floor Plan
 3865 100 P6 - Proposed Retail Unit: Ground Floor and Roof Plan
 3865 110 P4 - Proposed Self Storage Unit: Ground Floor Plan
 3865 111 P4 - Proposed Self Storage Unit: Mezzanine Floor Plans
 3865 120 P4 - Proposed Light Industrial Unit: Ground and Mezzanine Floor Plan
 3865 140 P3 - JEC Sub-Station and Trolley Bay: Plans, Elevations and Sections

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2020/1302

3865 200 P3 - Site Context Elevations: East and North Elevations
 3865 210 P4 - Proposed Retail Unit: South and North Elevations
 3865 211 P4 - Proposed Retail Unit: East and West Elevations
 3865 220 P3 - Self Storage Unit: East and South Elevations
 3865 221 P3 - Self Storage Unit: North and West Elevations
 3865 230 P3 - Light Industrial Unit: East and West Elevations
 3865 231 P3 - Light Industrial Unit: North and South Elevations
 3865 300 P2 - Site Sections: Sections A-A and B-B
 3865 310 P4 - Proposed Retail Unit: Section C-C and D-D
 3865 320 P3 - Self Storage Unit: Section E-E and F-F
 3865 330 P3 - Section G-G and Section H-H
 3865 340 P3 - Proposed Retail Unit: Façade Details
 3865 350 P2 - Proposed Self Storage Unit: Façade Details
 3865 400 P1 - Proposed CGI: View 1
 3865 401 P1 - Proposed CGI: View 2
 3865 402 P1 - Proposed CGI: View 3
 3865 910 P2 - Tree protection plan
 3865 911 P2 - Tree retention plan
 3908 900 P4 - Proposed Landscape Plan
 Archaeological Desk Based Assessment: August 2020
 Bat Survey Results Report and Species Protection and Enhancement Plan
 Complete Solar Installation
 Design and Access Statement: August 2020
 Drainage Statement
 Planning Statement: October 2020
 Plant Noise Assessment
 Preliminary Roost Inspection
 Public Art Statement
 Retail Assessment Rev 3: July 2020
 Site Waste Management Plan: August 2020
 Transport Statement Rev B: September 2020

DECISION DATE:

The development may also require building permission, for which a separate application will need to be made. You can find out if building permission is required on our website www.gov.je/planningbuilding

The approved plans and any conditions attached to the decision are important and should be complied with. If there is any variation from the approved plans or the conditions you need to notify us immediately. Failure to comply with the approved plans or conditions may result in enforcement action.

If you are unhappy with a condition attached to this permission, you may request a review or make an appeal. You can find out how to do this on our website www.gov.je/planning

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 (as the case may be) 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 Shelter South Contribution, Bus Shelter North Contribution and the Bus Service 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 Shelter South Contribution, Bus Shelter North Contribution and the Bus Service Contribution has been paid to the Treasurer of the States.

PEDESTRIAN CROSSING WORKS

- 4 To carry out and complete the Pedestrian Crossing Works at the cost of the Owner prior to first Occupation of the Development.
- 5 Not to Occupy any part of the Development until such time as the Pedestrian Footway Works have been carried out and completed and the Chief Officer has been notified to that effect.
- 6 On completion of the Pedestrian Footway Works to provide to or procure for the Chief Officer such sets of as built plans in such media format as the Chief Officer reasonably requires and other information reasonably required by the Chief Officer plus a further copy for the Infrastructure Minister (for land survey and tying into the island co-ordinate system).

TRANSFER OF CEDED LAND

- 7 Following completion of the Pedestrian Footway Works and on the condition that the Ceded Land will thereafter be incorporated within and form part of the adjacent public road known as La Grande Route de St Martin the Owner shall cede and transfer and the Public shall take conveyance of the Ceded Land free of all charges and encumbrances by contract to be passed before the Royal Court in such manner and time so as to ensure the Public

complies with Standing Orders of the States, the Owner paying the proper and reasonable costs of the Public of and incidental to the said transfer including all and any reasonable legal and professional costs. The parties to such contract shall use all reasonable endeavours to pass the contract before the Royal Court within 8 weeks following completion of the Pedestrian Footway Works.

- 8 On completion of the Pedestrian Footway Works and until such time as the contract referred to in Clause 7 has been passed the Ceded Land shall not be used other than as a pedestrian footway for public access.

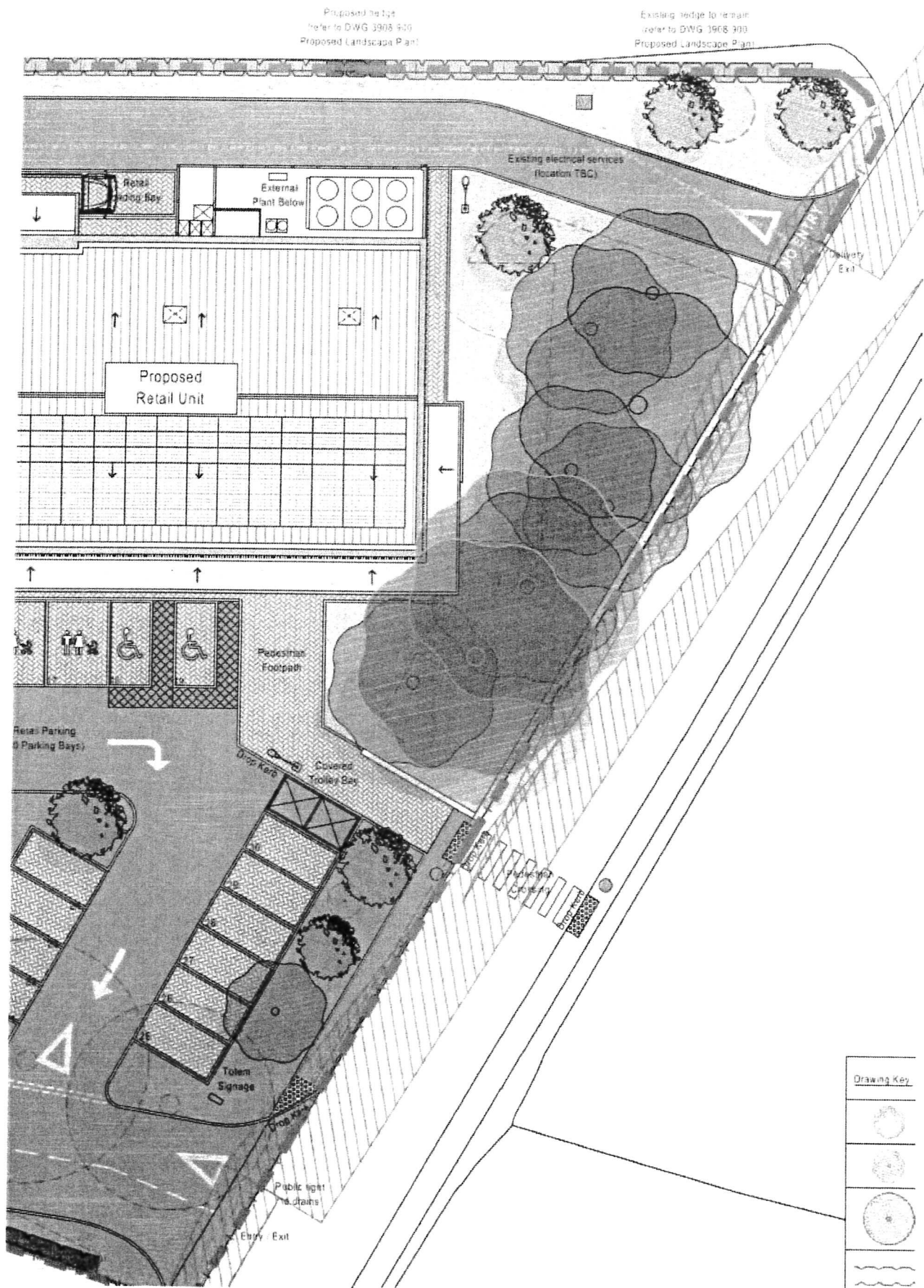
FOURTH SCHEDULE

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

Pedestrian Crossing Plan



Signed on behalf of the Chief Officer

by



PETER LE GRESELEY

in the presence of



LAWRENCE DAVIES

this

23rd

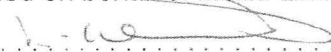
day of

April

2021

Signed on behalf of Minihi Limited

by



in the presence of



CLAIRE DU HEAUME

this

20th

day of

April

2021