

# *In the Royal Court of Jersey*

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Samedi Division

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**In the year two thousand and fourteen, the twelfth day of December.**

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Minister for Planning and Environment and Patrick Joseph McCarthy and Jayne Carolyn McCarthy, née Armitage in relation to the development at Field No. 263A, 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 Field 263A, Grouville

Dated

12<sup>th</sup> December

2014

The Minister for Planning and Environment (1)

Patrick Joseph McCarthy and Jayne Carolyn McCarthy née Armitage (2)

DATE

12<sup>th</sup> December

2014

**PARTIES**

- (1) The Minister for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Planning Minister")
- (2) Patrick Joseph McCarthy and Jayne Carolyn McCarthy née Armitage ("the Owners")

**RECITALS**

- 1 The Planning Minister is the Minister of the States charged with the administration of the Law by whom the obligations in this Agreement are enforceable in accordance with the provisions of the Law.
- 2 The Owners warrant that they are the owners in perpetuity (à fin d'héritage) of the Site.
- 3 The Owners have offered to transfer to the Public of the Island the School Facilities Land to form part of and become incorporated into Grouville School as part of the School so as to increase the amount of outdoor play area for the pupils of the School
- 4 An application was submitted to the Planning Minister for planning permission for the Development and having regard to the purpose of the Law the Island Plan 2011 and all other material considerations the Planning Minister is minded to grant planning permission for the Development subject to the completion of this Agreement making provision for regulating or facilitating the development or use of the Site in the manner hereinafter appearing and without such the Planning Minister would not be so minded.
- 5 The parties acknowledge that this Agreement is legally binding and have agreed to enter into this Agreement for the purposes of securing the planning obligations set out herein.
- 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:

<b>"Commencement"</b>		the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission or any Reserved Matters Approval for the Development begins to be carried out and "Commence" and "Commenced" shall be construed accordingly
<b>"Development"</b>		the development of the Site in accordance with the Planning Permit and any Reserved Matters Approval
<b>"Dwelling Unit"</b>		a residential unit forming part of the Development to be constructed pursuant to the Planning Permit
<b>"GST"</b>		goods and services tax under the Goods and Services Tax (Jersey) Law 2007
<b>"Index"</b>		the all Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey

<b>"Interest"</b>		interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time.
<b>"Island Plan 2011"</b>		The States of Jersey Island Plan, 2011 (as amended from time to time)
<b>"L'Abri Parcel"</b>		The land to be used for the purposes of extending the area of domestic garden land available for the property known as L'Abri, La Rue des Prés, Grouville and shown for the purposes of identification only hatched black on the drawing marked as "Schedule 4 Plan 1 – The L'Abri Parcel" and annexed hereto
<b>"La Croix Parcel"</b>		The land to be used for the purposes of extending the area of domestic garden land available for the property known as La Croix, La Rue des Prés, Grouville and shown for the purposes of identification only hatched black on the drawing marked as "Schedule 4 Plan 2 – The La Croix Parcel" and annexed hereto
<b>"La Croix Cottage Parcel"</b>		The land to be used for the purposes of extending the area of domestic garden land available for the property known as La Croix Cottage, La Rue des Prés, Grouville and shown for the purposes of identification only

		hatched black on the drawing marked as "Schedule 4 Plan 3 – The La Croix Cottage Parcel" and annexed hereto
<b>"La Maisonette Parcel"</b>		The land to be used for the purposes of extending the area of domestic garden land available for the property known as La Maisonette, La Rue des Prés, Grouville and shown for the purposes of identification only hatched black on the drawing marked as "Schedule 4 Plan 4 – The La Maisonette Parcel" and annexed hereto
<b>"Law"</b>		the Planning and Building (Jersey) Law 2002.
<b>"Occupation, Occupy and Occupied"</b>		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
<b>"Planning Permit"</b>		the planning permission for the Development (reference PP/2013/1783) a copy of which is annexed at the Second Schedule.
<b>"Reserved Matters"</b>		those matters (including scale, siting, design and materials to be used for the building, means of

		access thereto, site levels and landscaping including boundary treatment of the site) reserved under the Planning Permit by the Minister for his subsequent approval
<b>“Reserved Matters Approval”</b>		any approval of the Reserved Matters by the Minister.
<b>“School Facilities Land”</b>		The land to be used by and form part of Grouville School for the purposes of extending the amount of outdoor play area for the pupils of the school and shown for the purposes of identification only hatched black on the drawing marked “Schedule 4 Plan 5 – The School Facilities Land”
<b>“Touche Bouais Parcel”</b>		The land to be used for the purposes of extending the area of domestic garden land available for the property known as Touche Bouais, La Rue des Prés, Grouville and shown for the purposes of identification only hatched black on the drawing marked as “Schedule 4 Plan 6 – The Touche Bouais Parcel” and annexed hereto

## 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 Planning Minister the successors to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law

### **3 LEGAL BASIS**

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

### **4 CONDITIONALITY**

This Agreement is conditional upon:

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



save for the provisions of Clauses 9, 12 and 14 which shall come into effect immediately upon which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

## **5 OWNERS' COVENANTS**

The Owners covenant and agree with the Planning Minister as set out in the Third Schedule so that this Agreement shall be enforceable without limit of time against the Owners and any person claiming or deriving title through or under the Owners to the Site or any part or parts thereof.

## **6 PUBLIC REGISTRY OF CONTRACTS**

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

## **7 MISCELLANEOUS**

- 7.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Planning Minister under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Planning Minister by the Director - Development Control of Planning and any notice or communication to the Planning Minister pursuant to the provisions of this Agreement shall be sent to their respective addresses given in this agreement or as otherwise notified to the Owners for the purpose by notice in writing.
- 7.2 Any notices on any of the parties to this Agreement shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 7.3 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.

- 7.4 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 Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.5 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.
- 7.6 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.
- 7.7 Except in so far as legally permitted by equity this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Planning Minister and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Planning Minister by any of the obligations or covenants by the Owners in favour of the Planning Minister under this Agreement are in addition to any of the Ministers' statutory powers under the Law.
- 7.8 Nothing contained herein shall be construed as obviating the need for the Owners 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.
- 7.9 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 Planning Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of the Owners as contained herein.
- 7.10 The Owners shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 7.11 All communications and notices served or made under this Agreement shall be in writing.

## **8 WAIVER**

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

## **9 CHANGE IN OWNERSHIP**

The Owners agree with the Minister to give the Planning Minister written notice (as soon as reasonably practical following such change) of any change in ownership of any of their interest in the Site occurring before all the obligations under this Agreement have been discharged.

## **10 INDEXATION**

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from the date on which this Agreement is registered in the Public Registry of Contracts until the date on which such sum is paid.

## **11 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.

## **12 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.

### **13 GOODS AND SERVICES TAX**

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

13.2 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

### **14 JURISDICTION**

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

## FIRST SCHEDULE

### **Details of the Owners' Title, and description of the Site**

#### PROVENANCE

The remainder of the property to which the Owners have right by hereditary purchase by contract dated 14<sup>th</sup> October 1988 from Denis Wacek Orkiszewski and others.

The whole as shown for the purposes of identification only on the Plan attached hereto at Schedule 4 and marked "Schedule 4 Plan 7 – the Site Plan".

**SECOND SCHEDULE**  
**The Draft Planning Permit**

Planning Application Number PP/2013/1783

# DRAFT Outline Permission

## PLANNING AND BUILDING (JERSEY) LAW 2002 ARTICLE 19 DECISION NOTICE

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

**OUTLINE PLANNING:** Construct 1 No. dwelling to North of field 263A, and create netball court and soft play area to South. **THIRD AMENDED SITE PLAN RECEIVED.**

To be carried out at:

**Field No. 263A, Rue de la Croix, Grouville.**

### PLEASE NOTE

This decision is purely permissive and in no way absolves the parties concerned from obtaining, nor does it overrule, any other permission that may be required under any other law. In addition, it does not overrule any private property rights, nor does it absolve an applicant from the need to obtain the permission of the owner of the land to which a permission relates.

### REASON FOR APPROVAL

The proposed development is considered to be acceptable having due regard to all of the material considerations raised. In particular, the development has been assessed against Policy SCO4 of the 2011 Island Plan, in which application proposals within areas of protected open space are assessed. In this case, the proposed new dwelling is regarded as acceptable because its loss would not result in the loss of high quality or useable open space which is accessible by the public; the ceding of the southern side of field 263A would provide the school with additional playing fields in accordance with the zoning of the land in the Island Plan which would be of greater community benefit than the existing open space resource; the loss of the backland, non-useable, non-maintained and inaccessible area of important open space would not harm the character or appearance of the area.

In addition, the representations raised to the scheme on the grounds of overlooking/loss of privacy have been assessed. However, it is considered that the proposal which has been re-positioned away from adjoining properties to the east and north accords with the terms of Policy GD1 of the 2011 Island Plan, in that it does not have an unreasonable impact on neighbouring uses.

Planning Application Number PP/2013/1783

# Outline Permission

In accordance with plan(s) accompanying the said application, subject to compliance with the following conditions and approved plan(s):

## Standard Conditions

- A. If the development hereby permitted has not commenced within five years of the decision date, this permission shall cease to be valid.  
**Reason:** The Minister for Planning and Environment reserves the right to reconsider this proposal consequent on any future change of circumstances or policy.
- B. Application for the approval of Reserved Matters, as detailed in condition C, shall be made before the expiration of three years from the date of this decision.  
**Reason:** To accord with Article 19(4) of the Planning and Building (Jersey) Law 2002.
- C. Approval of the details of the siting, design and external appearance of the buildings, means of access thereto and landscaping of the site – hereinafter called the Reserved Matters – shall be obtained by application to the Minister for Planning and Environment prior to any development commencing.  
**Reason:** To accord with Article 19(4) of the Planning and Building (Jersey) Law 2002.

## Condition(s)

1. This permission does not authorise the carrying out of any development until an application (or applications) for detailed permission or reserved matters has (have) been submitted to and approved in writing by the Minister for Planning and Environment (the "Minister"). The Reserved Matters submission shall include:  
i) the detailed landscape proposals; and  
ii) the scale, massing and design of the new residential units.
2. The development shall be carried out strictly in accordance with the deposited plans and drawings except as required by the terms of Condition 9 below. No variations shall be made without the prior written approval of the Minister for Planning and Environment.
3. Before the commencement of any works on site, a landscaping scheme shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be undertaken within the first available planting season and any trees which die, are removed or become seriously diseased within a period of five years from the date the planting first takes place, shall be

APPROVED



Planning Application Number PP/2013/1783

# Outline Permission

replaced in the next planting season with others of a similar size and species. The Landscape Architect must give written confirmation to the Minister for Planning and Environment that they are satisfied that the works are completed in accordance with the approved plans and the quality of the materials and workmanship is of the highest order.

4. In conjunction with Condition 3 above, a Landscape Management Plan including long term objectives, management responsibilities and maintenance schedules for all communal landscaped areas shall be submitted to and approved in writing by the Minister for Planning and Environment prior to the first occupation of any part of the development.

5. No development shall take place until a scheme of foul drainage and surface water drainage has been submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented in full before the development is first brought into use and shall be retained and maintained as such.

6. Notwithstanding the provisions of the Planning and Building (General Development) (Jersey) Order 2011 (or any order revoking and re-enacting that order with or without modification), the following development shall not be undertaken to the any of the dwellings hereby approved without express planning permission first being obtained from the Minister for Planning and Environment.

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

7. Prior to the first commencement of any works on site, precise details of the proposed boundary treatment arrangements (to include materials details and finishes) to serve the new development shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented in full and shall be retained and maintained as such.

8. All construction work shall be conducted only between 08:00 and 18:00 hours Monday to Friday and between 08:00 and 13:00 on Saturday with no working on Sundays or Bank holidays.

**APPROVED**

Planning Application Number PP/2013/1783

# Outline Permission

9. Notwithstanding the details indicated on the submitted drawings, this permission does not purport to grant permission for the location of the proposed car parking area indicated. Before any development first commences on site, details of the revised car parking location shall be submitted to and agreed in writing with the Minister for Planning and Environment. The approved scheme shall be implemented in full and retained as such.

## Reason(s)

1. To accord with Policies GD1, GD7 and NE7 of the Adopted Island Plan 2011 as this application is for outline approval only.
2. For the avoidance of doubt and in accordance with the requirements of Policies GD 1 of the Adopted Island Plan 2011.
3. To safeguard the character and appearance of the area in accordance with the requirements of Policies GD 1 and NE 4 of the Adopted Island Plan 2011.
4. To ensure a satisfactory form of development and continuing standard of amenities are provided and maintained in accordance with the requirements of Policies GD 1 and NE 4 of the Adopted Island Plan 2011.
5. To ensure satisfactory drainage arrangements and to avoid flooding in accordance with the requirements of Policies LWM2 and LWM 3 of the Adopted Island Plan 2011.
6. In the interests of the visual amenities of the area and to comply with Policy GD1 of the Adopted Island Plan 2011.
7. To safeguard the visual amenities of the area and to ensure the use of appropriate detailing in accordance with the requirements of Policies GD 1 and GD 7 of the Adopted Island Plan 2011.
8. In the interests of the visual amenities of the area and to comply with Policy GD1 of the Adopted Island Plan 2011.
9. In the interests of the amenities of the adjoining local residents and to comply with Policy GD1 of the Adopted Island Plan 2011.

If written representations were made on this application this permission shall not have effect for a period of 28 days from the date of this notice, in order to allow for the lodging of any 'third party' appeal against the decision under Article 114 of the Law of the Planning and Building (Jersey) Law 2002.

If during this period a person appeals in accordance with Article 114 of the Law, the decision shall not have effect until either the appeal is withdrawn or

**APPROVED**

Planning Application Number PP/2013/1783

# Outline Permission

is determined. When any such appeal is determined the decision shall have effect, if at all, in accordance with that determination.

Signed

for Director

**APPROVED**

**THIRD SCHEDULE**  
**The Owners' Covenants**

The Owners covenant, agree and undertake:

**Commencement**

- 1 Not to Commence the Development until the Owners have given to the Planning Minister twenty-eight (28) days' notice in writing of their intention so to do

**School Facilities Land**

- 2 Not to Occupy or cause or permit to be Occupied the Development until such time as all and any land forming part of the School Facilities Land has been ceded and transferred to the Public free of all charges and encumbrances by contract to be passed before the Royal Court, the Owners paying the proper and reasonable costs of and incidental to the said transfer (including all and any reasonable legal and professional costs).
- 3 To procure in the deed of transfer of the School Facilities Land that a restrictive covenant be imposed upon the School Facilities Land as a servient tenement, that following the transfer referred to in paragraph 2 above the School Facilities Land
  - (i) shall not be used other than as a school playing field (including the provision of sporting activities that require a hard-court) or in conjunction with and ancillary or incidental to the use of Grouville Primary School and/or for the use of local sports clubs and/or community use; and
  - (ii) shall not be sold or otherwise disposed of separately from Grouville Primary School; and
  - (iii) that any wall fence hedge or other enclosure built on or near the boundary between the School Facilities Land and the land retained by the Owners shall never be higher than three metres in height above the normal surface of the ground.

### **Additional Amenity Areas**

- 4 Not to Occupy or cause or permit to be Occupied the Development until such time as all and any land forming part of the La Croix Cottage Parcel has been ceded so as to form part of the corpus fundi of the property known as La Croix Cottage.
  
- 5 To procure in the deed of transfer of the La Croix Cottage Parcel that a restrictive covenant be imposed upon the La Croix Cottage Parcel as a servient tenement that following the transfer referred to in paragraph 5 above the La Croix Cottage Parcel:-
  - (i) shall not be used other than as a domestic garden in conjunction with and ancillary or incidental to the use of the property known as La Croix Cottage; and
  - (ii) shall not be sold or otherwise disposed of separately from the property known as La Croix Cottage.
  
- 6 Not to Occupy or cause or permit to be Occupied the Development until such time as all and any land forming part of the La Croix Parcel has been ceded so as to form part of the corpus fundi of the property known as La Croix.
  
- 7 To procure in the deed of transfer of the La Croix Parcel that a restrictive covenant be imposed upon the La Croix Parcel as a servient tenement that following the transfer referred to in paragraph 6 above the La Croix Parcel:-
  - (i) shall not be used other than as a domestic garden in conjunction with and ancillary or incidental to the use of the property known as La Croix; and
  - (ii) shall not be sold or otherwise disposed of separately from the property known as La Croix.
  
- 8 Not to Occupy or cause or permit to be Occupied the Development until such time as all and any land forming part of the La Maisonette Parcel has been ceded so as to form part of the corpus fundi of the property known as La Maisonette.

- 9 To procure in the deed of transfer of the La Maisonette Parcel that a restrictive covenant be imposed upon the La Maisonette Parcel as a servient tenement that following the transfer referred to in paragraph 8 above the La Maisonette Parcel:-
- (i) shall not be used other than as a domestic garden in conjunction with and ancillary or incidental to the use of the property known as La Maisonette; and
  - (ii) shall not be sold or otherwise disposed of separately from the property known as La Maisonette.
- 10 Not to Occupy or cause or permit to be Occupied the Development until such time as all and any land forming part of the L'Abri Parcel has been ceded so as to form part of the corpus fundi of the property known as L'Abri.
- 11 To procure in the deed of transfer of the L'Abri Parcel that a restrictive covenant be imposed upon the L'Abri Parcel as a servient tenement that following the transfer referred to in paragraph 10 above the L'Abri Parcel:-
- (i) shall not be used other than as a domestic garden in conjunction with and ancillary or incidental to the use of the property known as L'Abri; and
  - (ii) shall not be sold or otherwise disposed of separately from the property known as L'Abri
- 12 Not to Occupy or cause or permit to be Occupied the Development until such time as all and any land forming part of the Touche Bouais Parcel has been ceded so as to form part of the corpus fundi of the property known as Touche Bouais.
- 13 To procure in the deed of transfer of the Touche Bouais Parcel that a restrictive covenant be imposed upon the Touche Bouais Parcel as a servient tenement that following the transfer referred to in paragraph 12 above the Touche Bouais Parcel:-
- (i) shall not be used other than as a domestic garden in conjunction with and ancillary or incidental to the use of the property known as Touche Bouais; and

- (ii) shall not be sold or otherwise disposed of separately from the property known as Touche Bouais.
14. It being noted and agreed that upon any of the transfers of land referred to above the Owners shall be permitted to reserve rights in perpetuity for the installation, replacement, maintenance and upkeep of all drains, pipes, cables, conduits, manholes, inspection chambers and other appurtenances necessary for the provision of drains and mains services to any property retained by the Owners.

### **Waiver of Restrictions**

15. It being provided that the restrictions upon the Owners in respect of occupation of the Development shall be waived by the Planning Minister where the Owners have demonstrated that they have taken all reasonable steps to procure the cooperation of the Owners of the said properties L'Abri, La Croix, La Croix Cottage, La Maisonette and Touche Bouais for the purposes of achieving the transfers of land referred to in paragraphs 3, 5, 7, 9, 11 and 13 above and that despite such reasonable steps the Owners have not been able to complete the relevant transfer.

**FOURTH SCHEDULE**  
**The Plans**

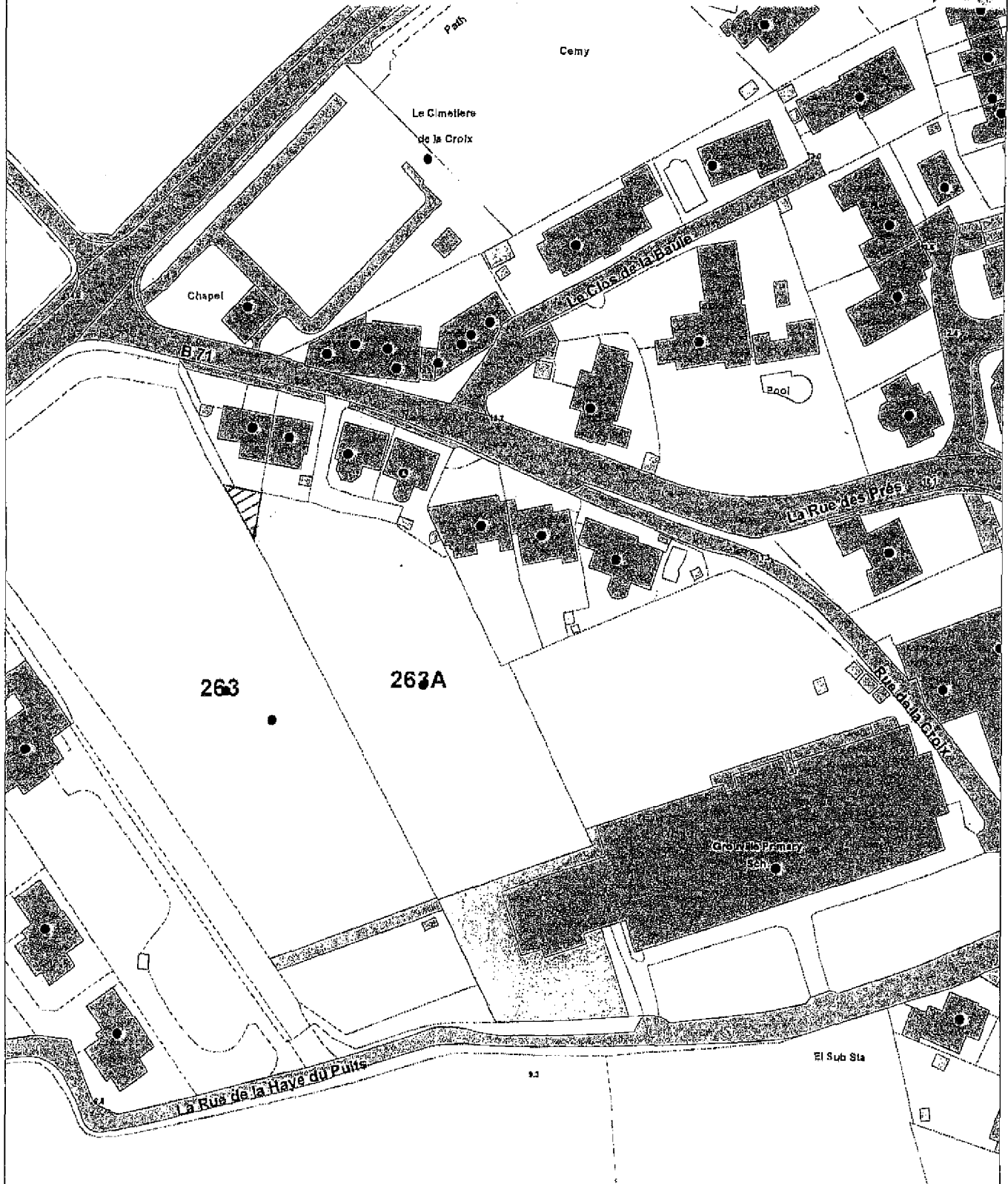


Benest and Sybret



Licence Number 23

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La Maisonette  
 La Rue Des Pres  
 GROUVILLE  
 JE3 9DJ  
 69118623

PLAN 1

Scale 1,141:1

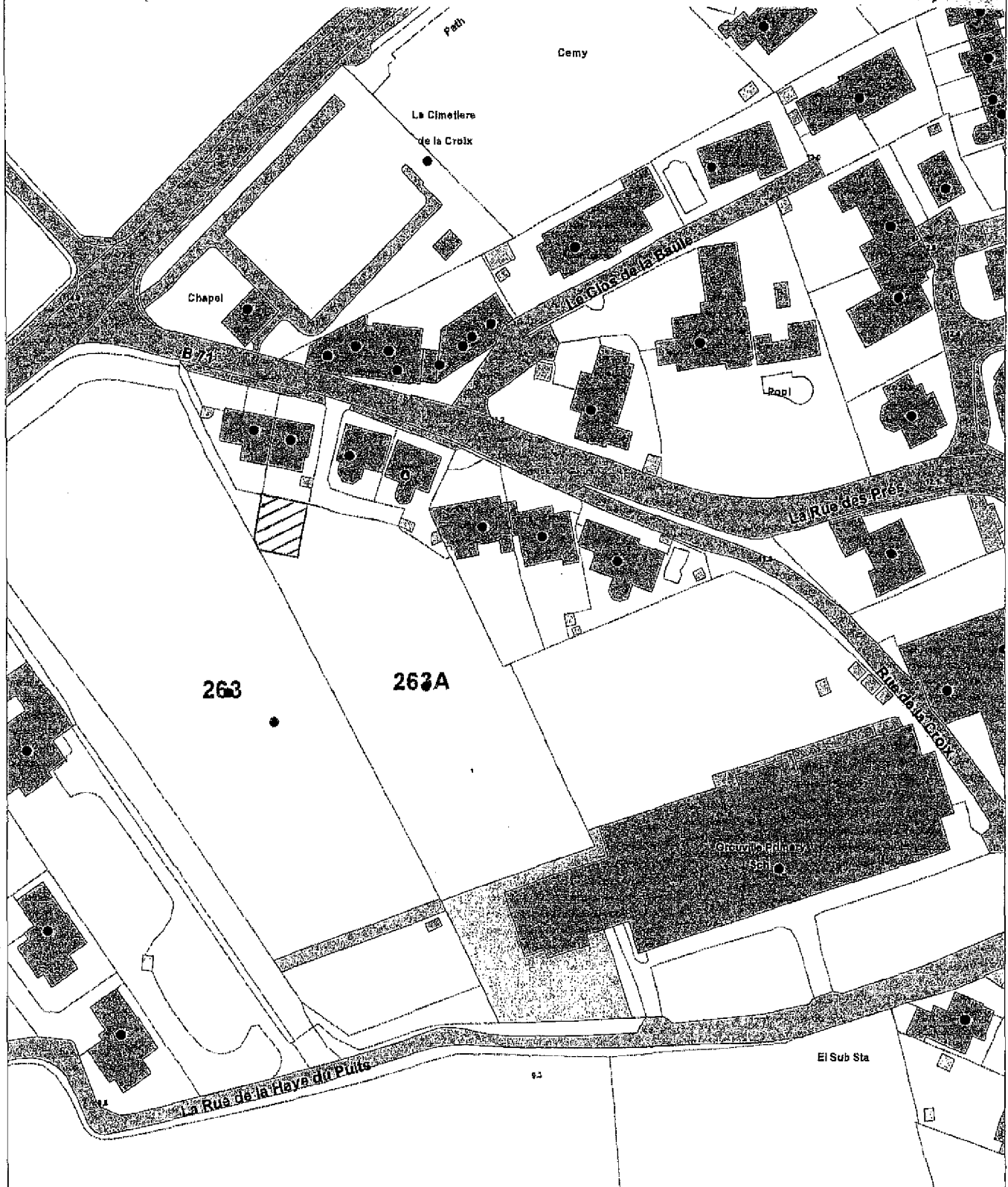
THE LA CROIX COTTAGE PARCEL

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 La Rue Des Pres  
 GROUVILLE  
 JE3 9DJ  
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PLAN 2  
 THE LA CROIX PARCEL

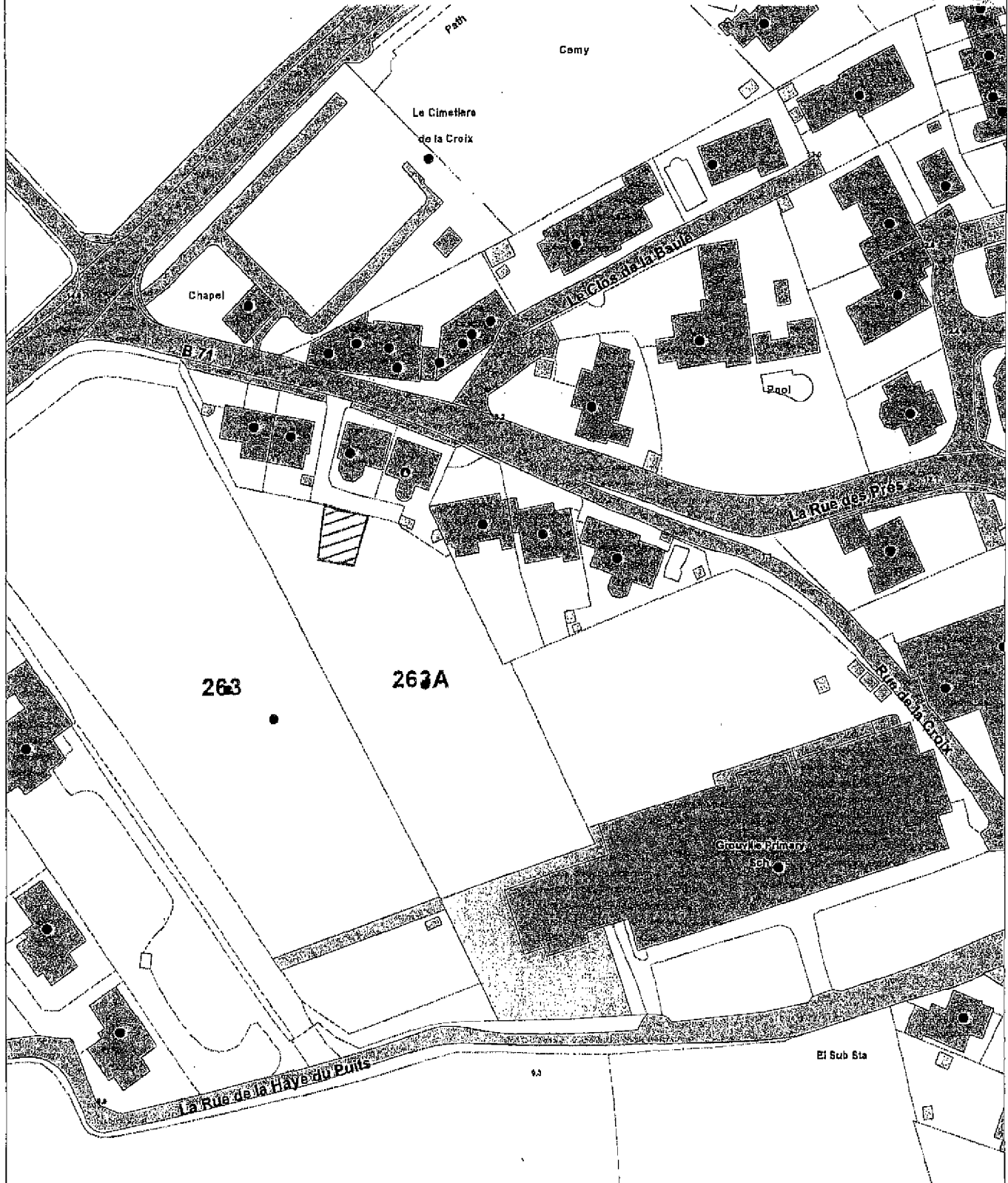
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 La Rue Des Pres  
 GROUVILLE  
 JE3 9DJ  
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PLAN 3  
 THE L'ABRI PARCEL

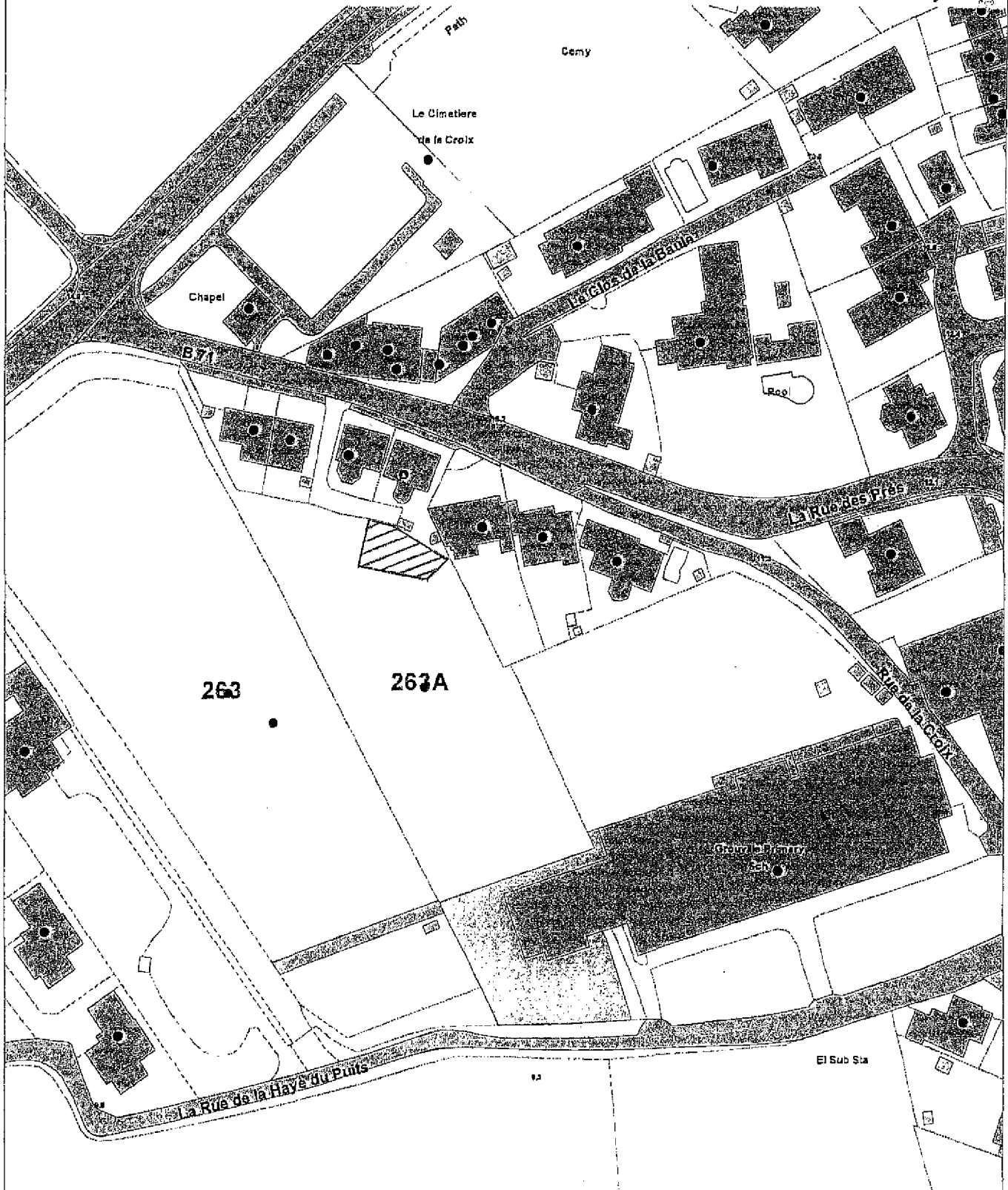
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 La Rue Des Pres  
 GROUVILLE  
 JE3 9DJ  
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## PLAN 4

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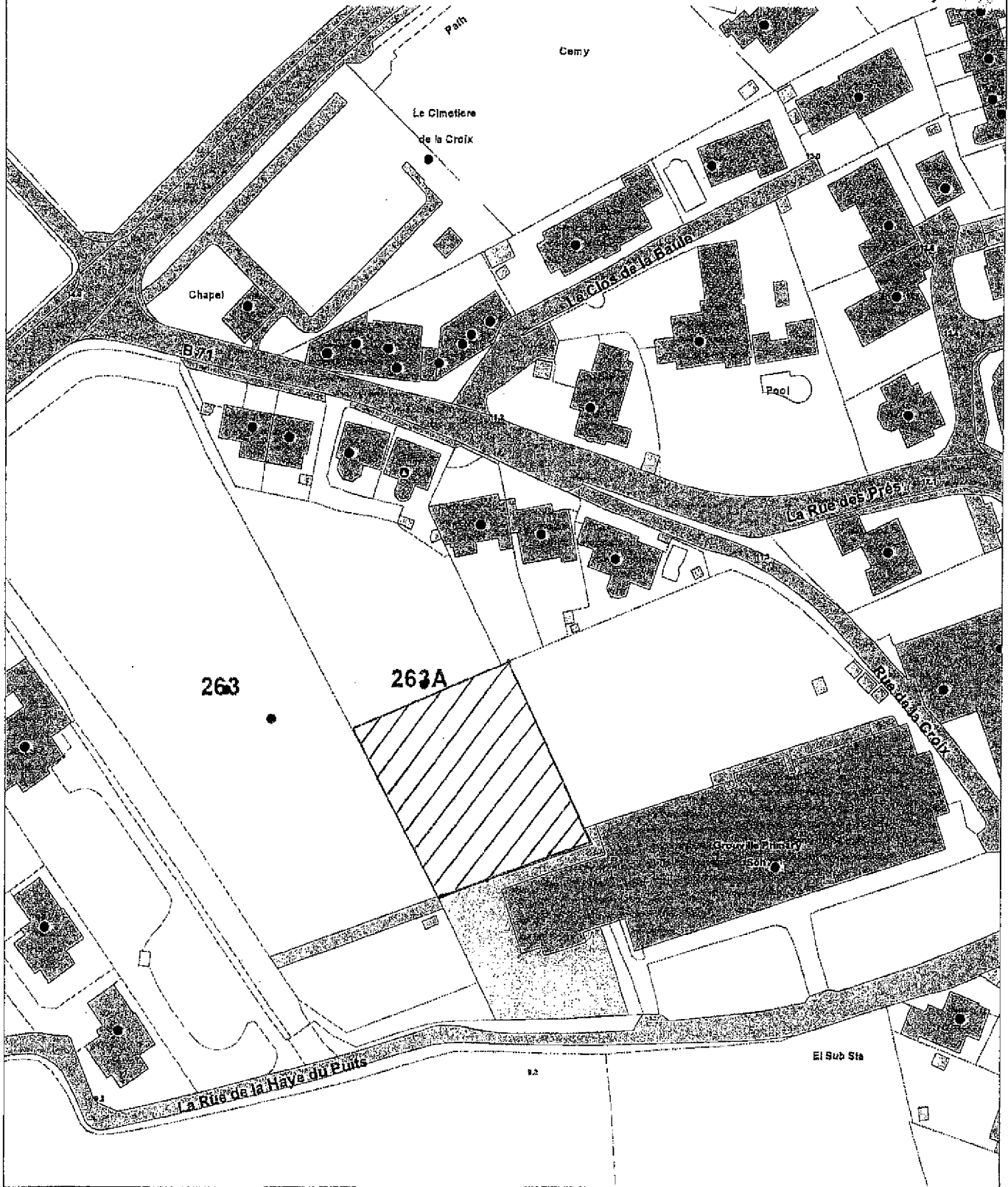
### THE LA MAISONETTE PARCEL

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 La Rue Des Pres  
 GROUVILLE  
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PLAN 5

Scale 1,141:1

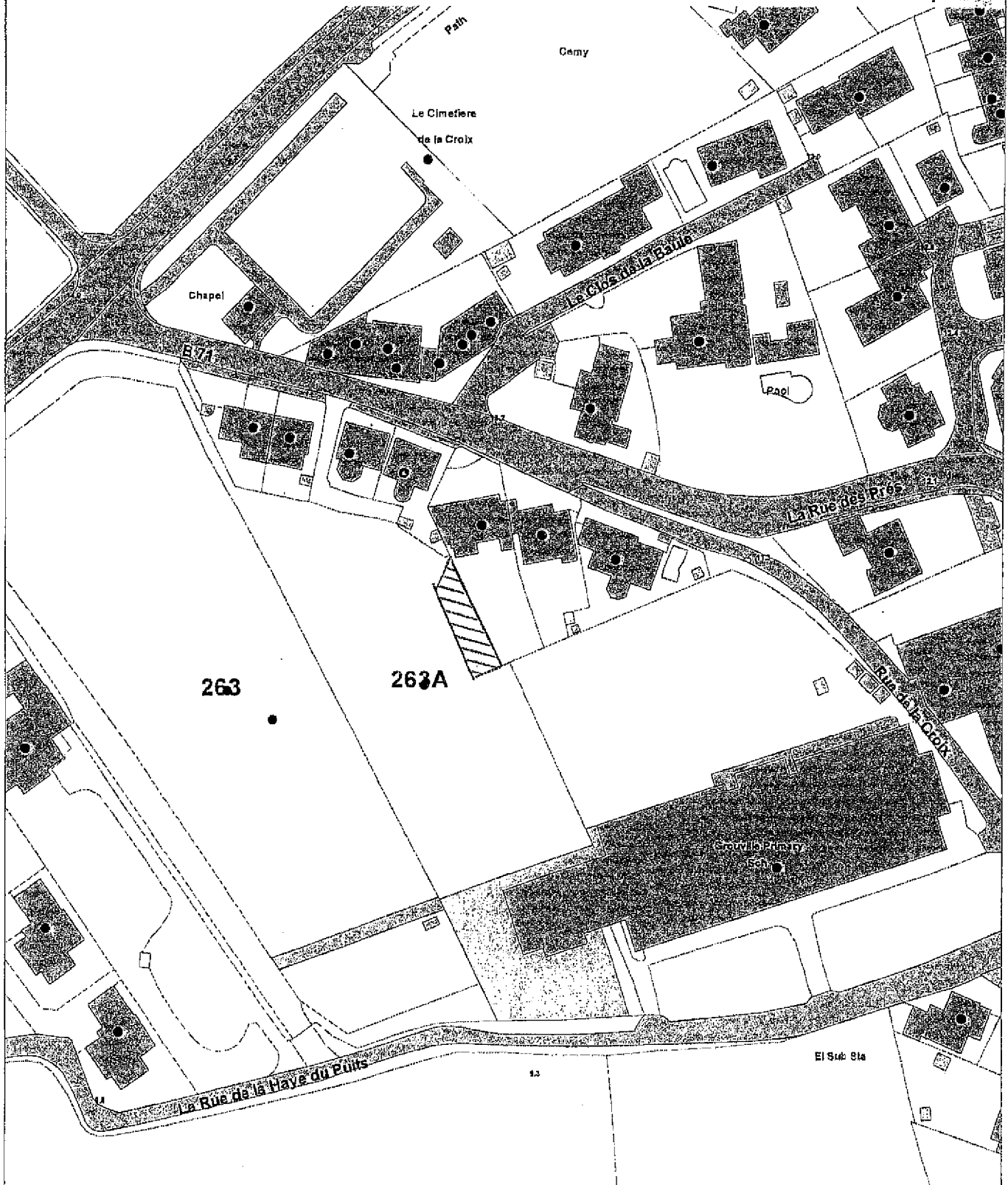
THE SCHOOL FACILITIES LAND

# Benest and Sybret



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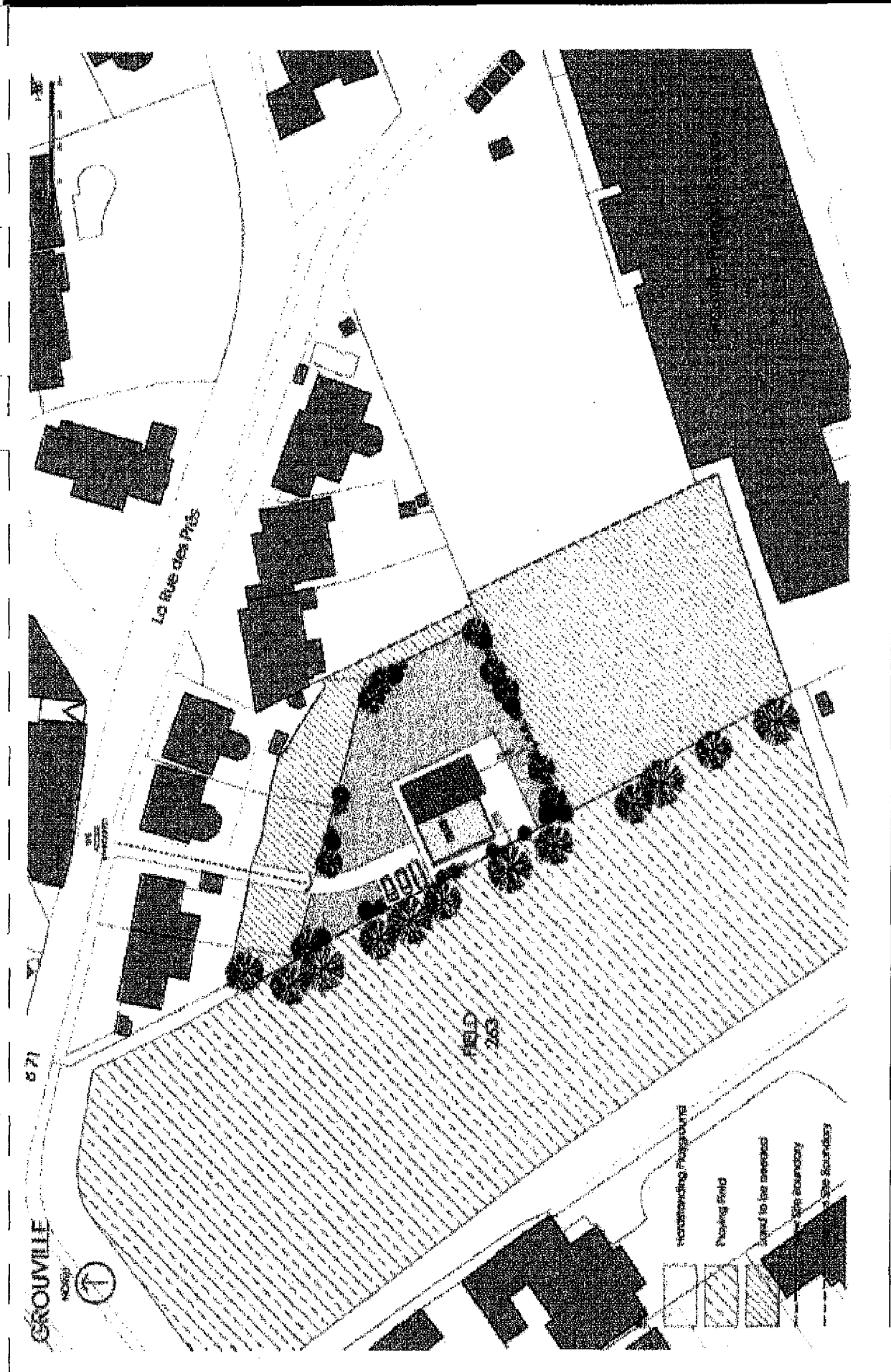
La Maisonette  
 La Rue Des Prés  
 GROUVILLE  
 JE3 9DJ  
 68118823

## PLAN 6

Scale 1,141:1

### THE TOUCHE BOUAIS PARCEL





SITE PLAN - 1:500 SCALE

Signed on behalf of the Planning Minister:

[Redacted signature]

Name and Position: Peter Le Grosley (Director)

in the presence of

[Redacted name]

Name and Position: ANDREW SCATE CEO DEPT. OF ENVIRONMENT

this 12<sup>th</sup> day of December 2014

Signed on behalf of the Owners:

[Redacted signature]

Name and Position: OWNER

in the presence of

[Redacted name]

Name and Position: SOLICITOR, PHILIP SYNROT

this 25<sup>th</sup> day of November 2014