

In the Royal Court of Jersey

Samedi Division

In the year two thousand and ten, the twenty-eighth day of September.

Before the Judicial Greffier.

Upon the application of Her Majesty's Solicitor General, IT IS ORDERED that the Planning Obligation Agreement between the Minister for Planning and Environment, Antler Property C.I. Limited and HSBC Bank Plc in relation to the development of Chellow Dene and Units 1,2,3,4, & 5 the Old Canning Factory, Plat Douet Road St Clement be registered in the Public Registry of this Island.

[REDACTED]
Greffier Substitute

LOD

PR

L1268-022--



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

Relating to the development of Chellow Dene, Units 1, 2,
3, 4 & 5, The Old Canning Factory, Plat Douet Road, St.
Clement

Dated: *28* September 2010

The Minister for Planning and Environment (1)

Antler Property C.I. Limited (2)

HSBC Bank Plc (3)

L1268-023--



DATE *Zgr* September 2010

PARTIES

- (1) The Minister for Planning and Environment of South Hill, St. Helier, Jersey, JE2 4US (the "Minister");
- (2) Antler Property C.I. Limited of Beachside Business Centre, Rue du Hocq, St. Clement, Jersey, JE2 6LF (the "Owner"); and
- (3) HSBC Bank Plc, P.O. Box 14, ~~8 Library Place~~, St. Helier, Jersey, JE4 8NJ (the "Hypothecator").
Green Street

RECITALS

- 1 The Minister is the Minister of the States charged with the administration of the Law by whom the obligations in this Agreement are enforceable in accordance with the provisions of the Law.
- 2 The Owner warrants that it is the owner of the Site.
- 3 The Owner submitted the Application to the Minister.
- 4 The Minister considers it expedient in the interests of proper planning that provision should be made for securing highway improvements to the road junction adjacent to the Site which will be necessitated as a result of the Development in the manner hereinafter appearing and is satisfied that development permission could properly be granted conditional on the Owner having first entered into this agreement without which the Minister would not be so minded to grant.
- 5 The parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 6 The Hypothecator has an interest in the Site firstly by virtue of a judicial hypothec (hypothèque judiciaire) dated 23rd October 2009 and secondly by virtue of a judicial hypothec (hypothèque judiciaire) dated 20th June 2008.
- 7 The Owner acknowledges that this Agreement is legally binding.

- 8 Having regard to the purposes of the Law the Island Plan 2002 and all other material considerations the Minister decided on 15th July, 2010 to grant planning permission for the Development subject to the completion of this Agreement.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:-

OPERATIVE PART

1 DEFINITIONS

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

"Application" the application for planning permission dated 1st December, 2009 submitted to the Minister for the Development and allocated reference number P/2006/2489

"Commencement" the date on which any use or operation forming part of the Development begins to be carried out including for the avoidance of any doubt operations consisting of demolition works, but not including operations being site clearance, tree removal, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices of advertisements and the words "Commence" and "Commenced" shall be construed accordingly

"Deposit" the sum of twenty thousand pounds (£20,000) sterling together with all interest accruing thereon

L1268-025--



"Development"	the development of the Site for " <i>Demolish existing warehouse and dwelling. Construct 20 No. dwellings and 14 No. apartments</i> " as set out in the Application
"Drawing 1"	drawing no. A3-001 which is at Schedule 1 to this Agreement
"Drawing 2"	drawing no. A3-002 which is at Schedule 1 to this Agreement
"Drawing 3"	drawing no. A3-003 which is at Schedule 1 to this Agreement
"Index"	all Items Index of Retail Prices for Jersey as issued by the Statistics Unit to the States of Jersey
"Interest"	interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time
"Junction Improvements Specification"	a specification for the carrying out of works within that part of the Site that is adjacent and contiguous to the junction between Plat Douet Road and Greve D'Azette together with the associated arrangements by way of widening the mouth of the junction (shown by hatching on Drawing 1) and a new public footway (shown by cross hatching on Drawing 1) as shown on Drawing 1 and Drawing 2 but not including (for the avoidance of any doubt) the Pedestrian Refuges
"Junction Improvement Works"	those works to be carried out in accordance with the Junction Improvements L1268-026--



	Specification
"Law"	the Planning and Building (Jersey) Law 2002
"Long Stop Date"	the first day of October 2015
"Occupation"	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 and the words 'occupy' and 'occupied' shall be construed accordingly
"Pedestrian Refuge Contribution"	means the sum of six thousand pounds (£6,000) indexed to be paid to the Treasurer of the States and expended by the Minister in accordance with this Agreement on the Pedestrian Refuges
"Pedestrian Refuges"	the new pedestrian refuge islands (one in Greve D'Azette and one at the junction of Plat Douet Road with Greve D'Azette) as shown for the purpose of identification only on Drawing 3
"Phase 2"	that part of the Development comprising 20 No. dwellings land and appurtenances as shown by means of diagonal lines on the Phasing Plan
"Phase 2 Works"	any works operations or procedures relating to Phase 2 and including the demolition of the warehouse established on Phase 2 adjacent to the public highway known as "Greve d'Azette"



"Phasing Plan"	the plan attached to this Agreement as the Sixth Schedule
"Planning Permit"	the planning permission subject to conditions granted by the Minister pursuant to the Application as set out in the Second Schedule
"Site"	all that immoveable property to which the Owner has right in perpetuity (à fin d'héritage) by virtue of (i) a contract of purchase from O.C.F. Investments Limited passed before the Royal Court on 20 th June, 2008, as to part and (ii) a contract of purchase from Raymond Slater and Karen Slater (née Chadwick) passed before the Royal Court on 4 th September, 2009, the whole as indicated for the purposes of identification only on the Site Plan and being the land against which this Agreement may be enforced
"Site Plan"	the plan attached to this Agreement as the Fifth Schedule
"Treasurer"	the Treasurer of the States of Jersey
"TTS"	Transport and Technical Services
"TTS Director"	the relevant Director of Transport and Technical Services or his/her appointed representative for the time being to the States of Jersey

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 constructed interchangeable 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 includes the successors in title to that party and to any deriving title through or under that party and in the case of the Minister the successors to his statutory functions.
- 2.7 This Agreement shall be constructed 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 Minister against the Owner.

4 CONDITIONALITY

- 4.1 This Agreement shall come into effect immediately upon the date upon which it has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

5 THE OWNER'S COVENANTS

L1268-029--



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

6 THE MINISTER'S COVENANTS

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

7 PUBLIC REGISTRY OF CONTRACTS

The 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.

8 MISCELLANEOUS

8.1 The Owner shall pay to the Minister on completion of this Agreement the reasonable legal costs of the Minister incurred in the negotiation, preparation and completion of this Agreement.

8.2 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Minister 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 Minister by the Director of Planning and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Director at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.

8.3 Any notices on the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to the Owner marked for the attention of the Managing Director at the address given in this Agreement or such other address in the Island of Jersey as otherwise notified to the Minister by the Owner for the purpose by notice in writing.

8.4 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining



provisions of this Agreement.

- 8.5 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of the Development.
- 8.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.7 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.
- 8.8 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Minister and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Minister by any of the obligations or covenants by the Owner in favour of the Minister under this Agreement are in addition to any of the Ministers' statutory powers under the Law.
- 8.9 Nothing contained herein shall be constructed as obviating the need for the Owner to obtain or acquire from the Public (whether in its public or private capacity) or the Parish of St. Clement (whether in its public or private capacity) or any third party with respect to the Development or its use any consents permits authorisations rights interests in the land or servitudes.
- 8.10 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.
- 8.11 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty or oblige the Public to

accept or take a transfer of land save to the extent that such is expressly provided for in paragraph 4 of the Third Schedule to this Agreement.

8.12 Save as provided for in paragraph 4 of the Third Schedule to this Agreement nothing in this Agreement shall be constructed or interpreted in such a way or inference to be drawn so as to place or create a duty or oblige TTS to take over vest or adopt (as the case may be) any apparatus drains conduits services highways or other thing capable of being taken over vested in or adopted by TTS and to that end the certificate in writing (such certificate to be accompanied by or make reference to as built drawings) of the TTS Director of Transport as to the nature and/or extent of such taking over vesting or adoption shall be final.

8.13 The Minister and/or TTS shall have no liability to the Owner for any costs or delays occasioned by the terms of or failure to obtain or receive timely consents, permissions, orders and approvals or the timeliness of the design, construction or commissioning of any works carried out by TTS.

8.14 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.

8.15 All communications and notices served or made under this Agreement shall be in writing

9 WAIVER

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

10 CHANGE IN OWNERSHIP

The Owner agrees with the Minister to give the Minister immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a

company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

11 INDEXATION

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

12 INTEREST

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

13 HYPOTHECATORS CONSENT

13.1 The Hypothecator acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the Hypothecator over the Site shall take effect subject to this Agreement PROVIDED THAT the Hypothecator shall otherwise have no liability under this Agreement unless it takes possession of the Site in which case it too will be bound by the obligations as if a person deriving title from the Owner.

13.2 The Hypothecator undertakes that it will be party to the conveyance envisaged by the terms of paragraph 4 of Schedule 3 to release its security and the relevant strips of land to be so conveyed.

14 JURISDICTION

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

L1268-033--



FIRST SCHEDULE

Drawings

L1268-034--



Drawing No. 003 Revision. P2

Key:



Proposed land take from new development

Notes:
1) All dimensions in metres.

Rev.	Date	Details

Transport and Technical Services



Highways and Infrastructure Section

P.O. Box 412, States Offices,
South Hill, St Helier,
Jersey JE4 8UY

Tel: +44 (0)1534 446690
Fax: +44 (0)1534 445529

website: www.rdt.je
email: ITS@rdt.je

Project

Greve D'Azette
Pedestrian Refuge and Footpath Works

Title

Proposed Land Take

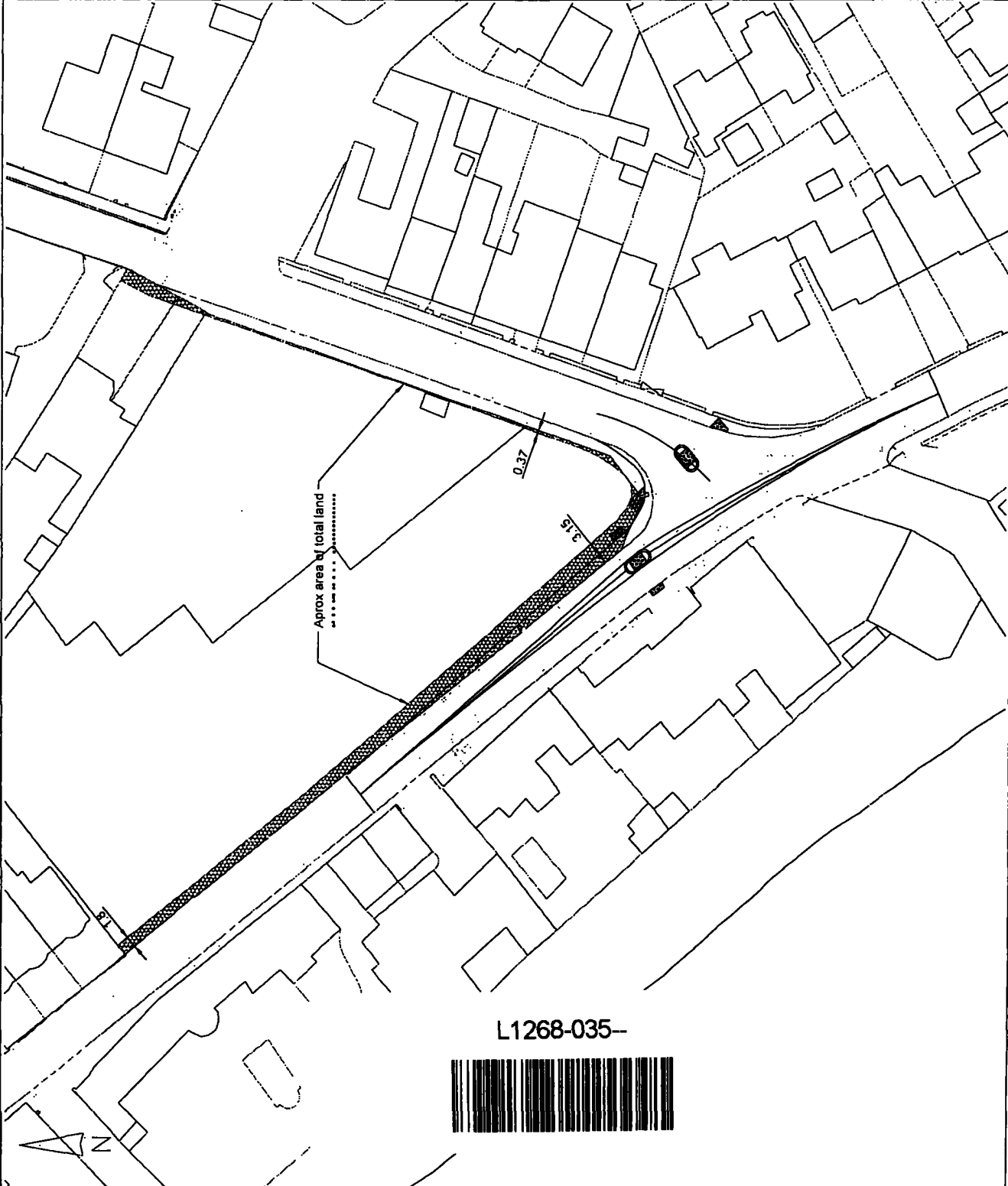
Drawn by: JIJ

Checked by: RC

Scale 1:500 @ A3

Date June 2010

Drawing No. 003 Revision P2



L1268-035-



Drawing No. 001 Revision P2

Key:

- 1) 1m wide footpath construction, consisting of 25mm base, 50mm aggregate, surface course, 50mm base, 20mm sub-base, 100mm total construction depth.
- 2) New highway construction consisting of 40mm thick surface, 100mm thick concrete and 200mm thick dropping area, 700mm total construction depth.
- 3) New half concrete, 400 x 400 x 50 kerbs to be installed on 100mm thick concrete and covered and 150mm thick Type 1 sub-base, 200mm total construction depth.
- G Provides new half height granite kerbs
- GD Provides new granite kerbs dropped crossing consisting of 2 m granite dropping kerbs and 7 m m of granite dropped kerbs
- CD Provides new precast concrete dropped crossings consisting of 2 m concrete dropped kerbs and 2 m m of concrete dropped kerbs.

Notes:

- 1) All structures in metres
- 2) See drawing 002 for cross section details
- 3) Pedestrian islands to be 1.5m wide by 4.1 m long and constructed in accordance with T13 standard detail. Standing grade includes pavement surface and kerbs. All structures shall be shown with 100mm wide kerbs (0.750) and corner islands are provided separately.

Rev.	Date	Details

Transport and Technical Services
States of Jersey
 Highways and Infrastructure Section

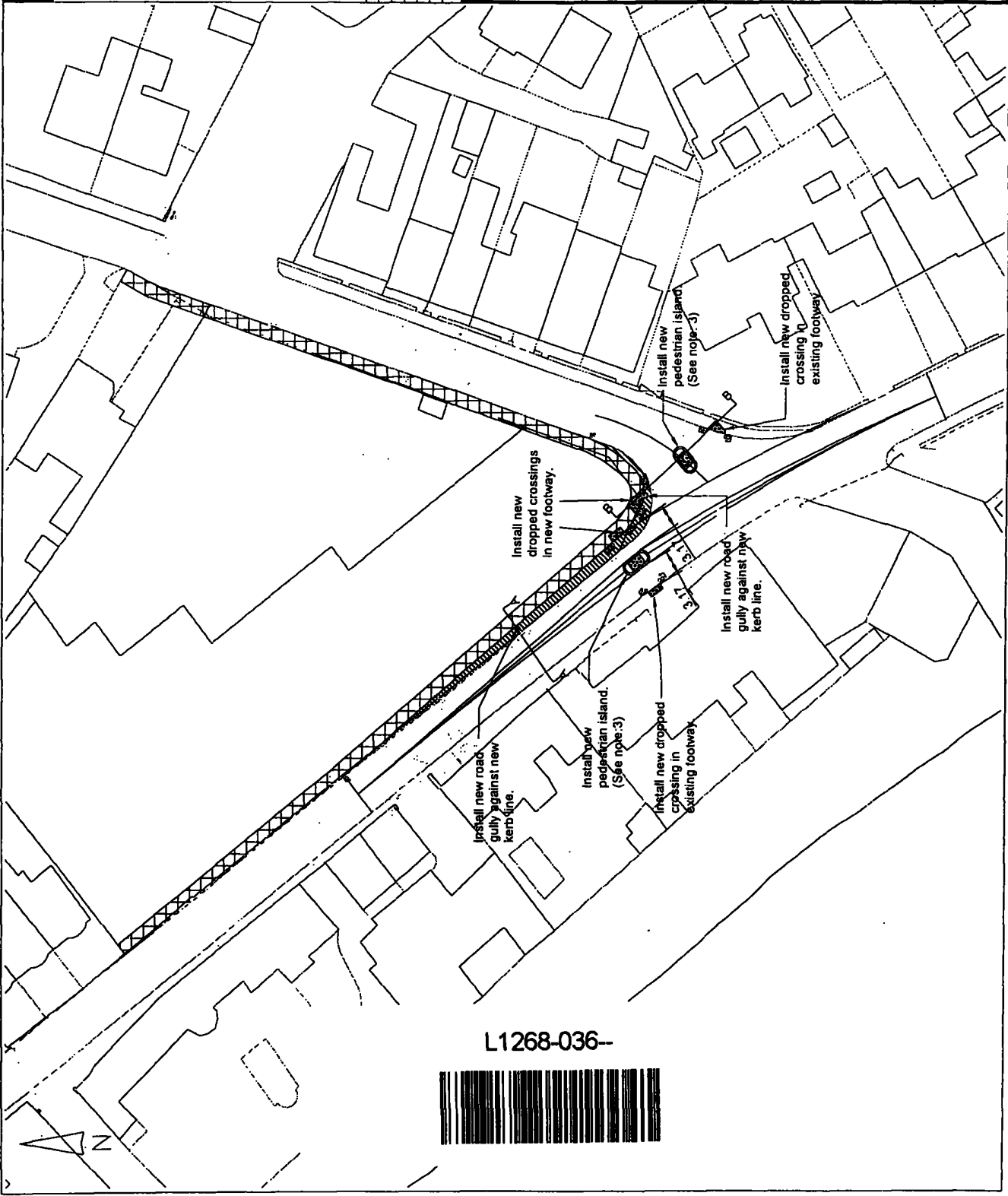
P.O. Box 412, States Offices,
 South Hill, St Helier,
 Jersey, JE4 8UY
 Tel: +44 (0)1534 448800
 Fax: +44 (0)1534 443253
 website: www.gov.je
 email: IT@GOV.JE

Project
Greve D'Azette
Pedestrian Refuge and Footpath Works

Title
Proposed General Arrangement

Drawn by: JYJ
 Scale: 1:500 @ A3
 Checked by: RC
 Date: June 2010

Drawing No. 001 Revision P2



L1268-036--

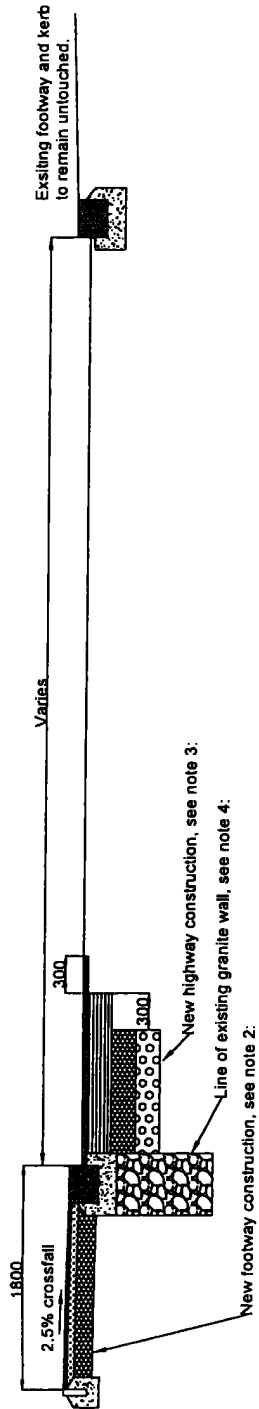


Drawing No. 002 Revision P1

NOTES:

- 1) All dimensions shown are in mm.
- 2) New footpath construction consisting of 20mm thick, 6mm aggregate bedding course, 40mm thick, 20mm aggregate base course and 150mm thick, 20mm aggregate surface course. (The aggregate should be checked against footpath to be provided and new granite setts to be laid in vicinity of road subsiding.)
- 3) New Highway construction consisting of 40mm thick surface course, 200mm thick base course and 200mm thick Type 1 sub-base material and 300mm thick capping layer. (7.40m total construction depth.) New highway construction to be dropped into existing Highway as shown.
- 4) Existing granite wall to be broken down to level below sub base level in areas of new footway construction and new road construction. Where existing granite wall is to be broken down, existing granite wall to be broken out to level below the sub concrete surface.
- 5) New self-strengthened, 400 x 400 x 90, tactile paving to be provided in 1500mm total construction depth. (On-site kerbs to be dropped across 2.5m width of crossing, in existing footpath existing kerbs to be removed and replaced with tactile paving. The kerbs of the 2.5m wide crossing and the kerbs of the 300mm in front of new kerbs.
- 6) Pavement slabs to be 1.5m wide by 4.1m long and constructed in accordance with TTS standard used. Standard 100mm thick slabs of tactile paving and non-tactile slabs. Straight kerbs, radius kerbs (R150) and corner stones are precast concrete.

Section A-A @ Scale 1:40



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Transport and Technical Services of Jersey

Highways and Infrastructure Section

P.O. Box 412, States Offices, St. Helier, Jersey JE4 8JY. Tel: +44 (0)1534 446690. Fax: +44 (0)1534 445528. Website: www.jti.je. Email: jti@jersey.gov.je

Project:

Greve D'Azette Pedestrian Refuge and Footpath Works

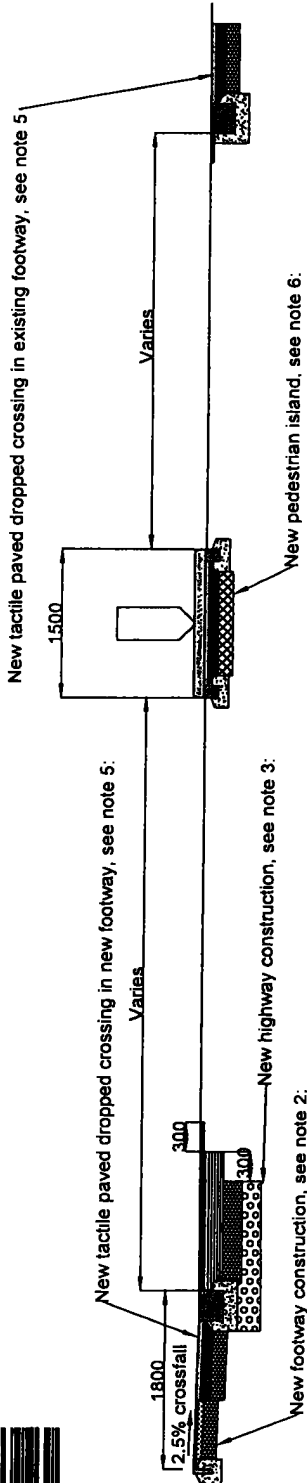
Title:

Proposed General Arrangement Cross Sections

Drawn by: JLY	Checked by: RC
Scale: As Shown @ A3	Date: June 2010

Drawing No. 002 Revision P1

Section B-B @ Scale 1:50



Section B-B @ Scale 1:50

SECOND SCHEDULE

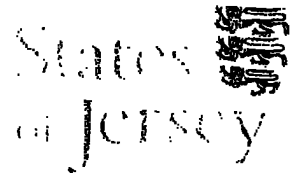
Form of notice of planning permission

L1268-038--



Planning and Environment Department
Planning and Building Services

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



Planning Application Number P/2009/2252

Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

IMPORTANT NOTICE

This notice gives permission under Article 19 of the Planning and Building (Jersey) Law 2002, as amended. In accordance with Article 24(i) of the Law the grant of this permission enures (except insofar as the permission otherwise provides) 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.

The development stated below may also require Building consent under Article 34, for which a separate application will need to be made. If you are in any doubt as to whether building permission is required please telephone the Building Applications Team on 448407 who will be pleased to help.

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

Demolish existing warehouse and dwelling. Construct 20 No. dwellings and 14 No. apartments. Model available.

To be carried out at:

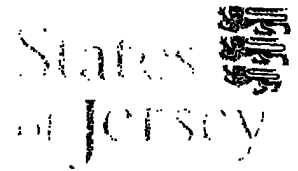
Units 3, 4 & 5, The Old Canning Factory &, Chellow Dene, Plat Douet Road, St. Clement, JE2 6PN.

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: 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. In particular the scheme was considered to be a good mix of housing types, to a high architectural standards, of an appropriate density on a sustainably located brownfield site, and provided a package of highways

L1268-039-



Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2009/2252

improvements. The height of the apartment building was considered acceptable given the siting of the building and the design approach, and did not have an unreasonable relationship with neighbouring properties.

Subject to compliance with the following conditions and approved plan(s):

Standard Condition

- A. If the development hereby permitted has not commenced within five years of the decision date, this permission shall cease to be valid.

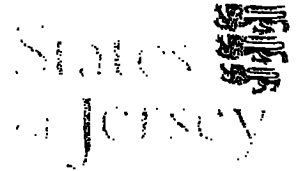
Reason: The Minister for Planning & Environment reserves the right to reconsider this proposal consequent on any future change of circumstances or policy.

Condition(s):

1. Unless otherwise agreed in writing by the Minister for Planning and Environment, in consultation with the Health Protection Department, work on the site (including construction and deliveries) shall occur only between the hours of 08.00 to 18.00 Monday to Friday and 08.00 to 13.00 Saturdays and not at all on Sundays and Bank or Public Holidays.
2. The development hereby permitted shall not be commenced until details of the appointed Landscape Architect have been agreed in writing by the Minister for Planning and Environment and that Landscape Architects shall have submitted to and have approved in writing by the Minister for Planning and Environment, a scheme of landscaping which shall provide details of the following:
 - i) all existing trees, hedgerows and other plants, walls, fences and other features which it is proposed to retain on the site and on adjoining land within the same ownership;
 - ii) the position of all new trees and/or shrubs, this must include the species of plant(s)/tree(s) to be planted, their size, number and spacing and the means to be used to support and protect them;
 - iii) other landscape treatments to be carried out or features to be created, for example, any excavation works, surfacing treatments, or means of enclosure;
 - iv) the measures to be taken to protect existing trees and shrubs; and,
 - v) the arrangements to be made for the maintenance of the landscaped areas.

L1268-040--



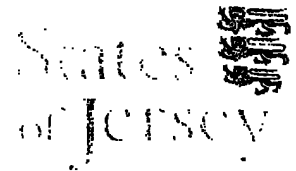


Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2009/2252

3. All planting and other operations comprised in the landscape scheme hereby approved shall be carried out and completed in the first planting season following the commencement of development.
4. Prior to the commencement of development of hereby permitted, a report setting out the arrangements for the management of the landscaped areas shall be submitted to and approved by the Minister for Planning and Environment, to include that any trees or plant(s) planted in accordance with the approved landscape scheme, which within a period of five years from the planting taking place; die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season, unless the Minister for Planning and Environment gives written consent for a variation of the scheme
5. A Percentage for Art contribution must be delivered in accordance with the Percentage for Art Statement submitted to, and approved by, the Minister for Planning and Environment. The approved work of art must be installed prior to the first use/occupation of any part of the development hereby approved.
6. Notwithstanding the information on the approved plans, prior to the commencement of development, full details at 1:20 scale, including samples and colours, of all external materials and hard surfacing to be used to construct the development shall be submitted to and approved by the Minister for Planning and Environment, implemented, and thereafter maintained.
7. Prior to first use of the new junction of the site and Plat Douet Road, everything within the required visibility sight lines, including gates, walls, railings and plants growth is to be permanently restricted in height to 900mm above road level.
8. Notwithstanding the information on the approved plans, prior to the commencement of development, full details, including location, heights, samples and colours, of all perimeter enclosures (walls, railings and fencing) shall be submitted to and approved by the Minister for Planning and Environment, implemented, and thereafter maintained.
9. Prior to commencement of development details of a bus shelter for the specified bus stop shall be submitted to and approved in writing by the Minister for Planning and Environment, with the shelter to be implemented prior to first occupation and thereafter maintained.

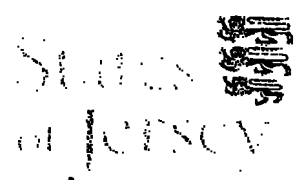


Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2009/2252

10. Prior to the commencement of development a scheme shall be submitted to and approved in writing by the Minister for Planning and Environment to show the details of a covered motorcycle store, to be implemented prior to first occupation and thereafter maintained
11. Prior to the commencement of development a scheme shall be submitted to and approved in writing by the Minister for Planning and Environment to show the drainage works as specified in the T&TS Drainage consultation response of 11 January 2010, to be implemented prior to first occupation and thereafter maintained
12. Prior to the commencement of development revised drawings shall be submitted to and approved in writing by the Minister for Planning and Environment to show a privacy screen to the western side of the roof terraces of both plots 12 and 13, to be implemented prior to first occupation and thereafter maintained
13. Prior to the commencement of development a Planning Obligation Agreement shall be completed to agree the mechanism and timetable for the delivery of the highways works as shown on approved Drawing BE [widening Greve D'Azette to accommodate a 1.5m pedestrian refuge island, providing a footpath to Greve D'Azette, installing the 1.5m islands to both Greve D'Azette and Plat Douet Road and ceding the relevant land to the highways authority] and, unless otherwise agreed by the Minister for Planning and Environment, if the Planning Obligation Agreement is not completed within 3 months of the date of the permit then the permission will cease to have effect.
14. Notwithstanding the indications on the approved plans, prior to the commencement of development details of the reconfiguration of the bin stores and sub-station in the ground floor of the apartment building showing a more sensitive treatment of their entrance shall be submitted to and approved in writing by the Minister for Planning and Environment, to be thereafter implemented and maintained in perpetuity.
15. Prior to the commencement of development, a Facade Consultant shall be appointed to supervise the finishes of all buildings hereby approved, together with the mechanism for the delivery of the approved buildings. Details of the appointed Facade Consultant shall previously have been agreed in writing by the Minister for Planning and Environment and the scheme shall be completed to the approved Facade Consultants satisfaction.



Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

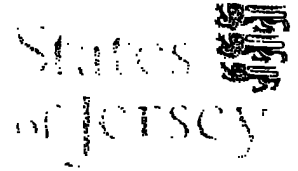
Planning Application Number P/2009/2252

16. Prior to the commencement of development, details shall be submitted to and approved by the Minister for Planning and Environment, to provide a Construction Environmental Management Plan to be thereafter implemented and maintained until completion of the development. The Construction Environmental Management Plan shall include:

- A. A demonstration of compliance with best practice in relation to noise and vibration control, and control of dust and emissions;
- B. Details of a publicised complaints procedure, including office hours and out-of-hours contact numbers;
- C. Specified hours of working, including deliveries.

Reason(s):

1. In the interests of the amenities of the area and in accordance with the requirements of Policies G2 and G3 of the Jersey Island Plan 2002.
2. To ensure that before development proceeds provision is made for a landscaping regime that will enhance the appearance of the development and help to assimilate it into the landscape.
3. To ensure the benefits of the landscape scheme are not delayed, in the interests of the amenities of the area and in accordance with the requirements of Policies G2 and G3 of the Jersey Island Plan 2002.
4. To mitigate against the potential failure of trees and plants, and the extent to which that might threaten the success of the approved landscape scheme and in accordance with the requirements of Policies G2 and G3 of the Jersey Island Plan 2002.
5. In accord with the provisions of Island Plan policy BE12.
6. For the avoidance of doubt and in the interests of the amenities of the area.
7. In the interests of highway safety, in the interests of the amenities of the area and in accordance with the requirements of Policies G2 and G3 of the Jersey Island Plan 2002.



Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2009/2252

8. In the interests of the amenities of the area and in accordance with the requirements of Policies G2 and G3 of the Jersey Island Plan 2002.

9. In the interests of the provision of facilities for bus passengers in accordance with Policy TT15 of the Jersey Island Plan 2002.

10. In the interests of adequate service infrastructure in accordance with Policy G2 and H8 of the Jersey Island Plan 2002.

11. In the interests of adequate service infrastructure in accordance with Policy G2 and H8 of the Jersey Island Plan 2002.

12. In the interests of protecting the amenities of neighbours in accordance with Policy G2 and H8 of the Jersey Island Plan 2002.

13. In the interests of adequate service infrastructure and facilities for pedestrians in accordance with Policy TT1, G2 and H8 of the Jersey Island Plan 2002.

14. In the interests of the amenities of the area and to secure a high standard of design in accordance with Policy G3 of the Jersey Island Plan 2002.

15. To ensure the delivery of a high standard of design, in accordance with Policy G3 of the Jersey Island Plan 2002.

16. In the interests of protecting the amenities of the area generally and to accord with of Policies G2, G3 and H8 of the Jersey Island Plan 2002.

FOR YOUR INFORMATION:

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

A:Location Plan

E:Internal Building Survey

F:Elevation Survey 1 of 2

G:Elevation Survey 2 of 2

I:Topographical Survey

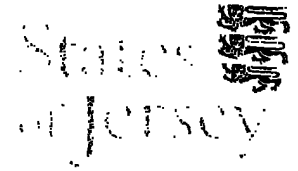
BE: Site Plan

BF:Outline Landscape Proposals

BG:Levels Plan - Existing and Proposed

L1268-044--





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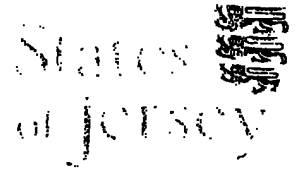
PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2009/2252

BH:Apartments - Plans
BI:Apartments - Ground Floor Plan
X:Apartments - First Floor Plan
Y:Apartments - Second Floor Plan
Z:Apartments - Third Floor Plan
BJ:Apartments - Elevations
BK:Apartments - South Elevation
BL:Apartments - East Elevation
BM:Apartments - North East Elevation
BN:Apartments - West Elevation
J:House Type 1 & 2a - Floor Plans
BO:House Type 2b & 3 - Floor Plans
BP:House Type 6 - Floor Plans
BQ: House Types 5, 7a and 7b, Floor Plans, Ground and First Floors
BR: House Types 5, 7a and 7b, Floor Plans, Second and Third Floors
BS: General Elevations
P:House Type 1 & 2a - Elevations
BT:House Type 2b & 3 - Elevations
BU:House Type 6 - Elevations
BV: House Type 5, 7a and 7b Elevations (Plots 7 to 9)
BW: House Type 5, 7a and 7b Elevations (Plots 10 to 12)
BX:Garage Elevations
BY:Streetscape Elevations 1 and 2
BZ: Streetscape 3
CA:Site Sections A, B, C & D
AT: Percentage for Art
D:Planning Statement
C:Demolition & Waste Management Report

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 is determined. When any such appeal is determined the decision shall have effect, if at all, in accordance with that determination. L1268-045--



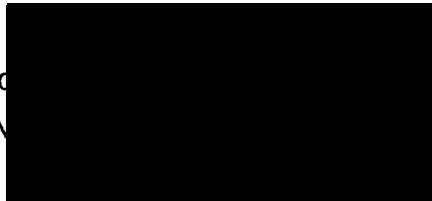
Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2009/2252

15/07/2010

Signed



for Director

L1268-046--



ANTLER HOMES

Strictly limited editions

Antler Property C.I.Ltd
La Rue Du Hocq
St. Clement.
Jersey
JE2 6LF

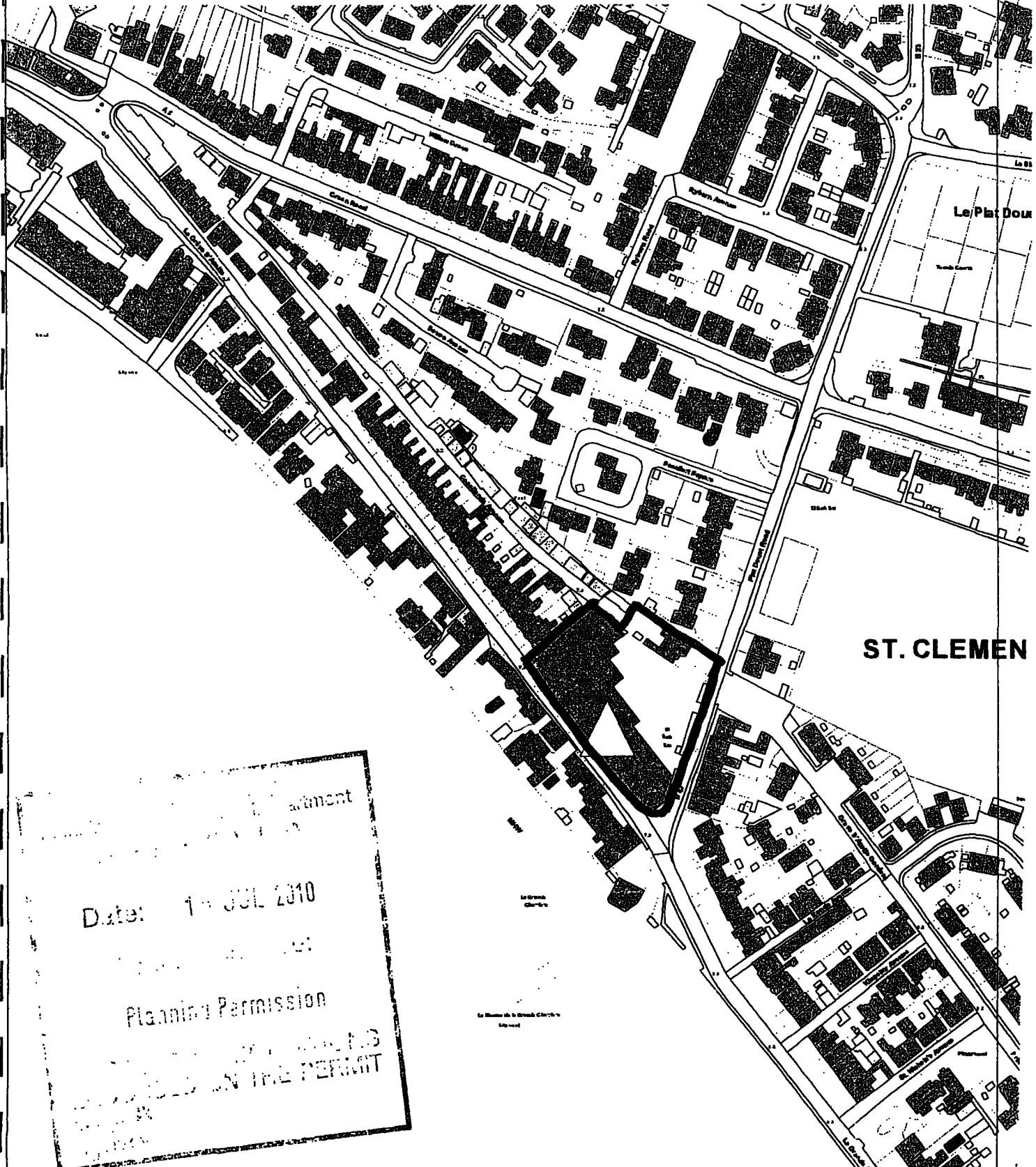
Tel : 01534 855333
Fax: 01534 855288

Email : Jeff.Worthington@antlerhomesjersey.co.uk



Licence Number 42

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ST. CLEMEN

...ment
Date: 1st JUL 2010
Planning Permission
... ON THE PERMIT

ALLIANCE WHOLESALE
LA GREVE D'AZETTE
ST. CLEMENT
JE2 6PW

Drawing No JY031 - PL001

Application No Drawing

Scale 2,500:1

P 2006 2 2 5 2 A

L1268-047--



THIRD SCHEDULE

The Owner's Covenants with the Minister

The Owner covenants and agrees and undertakes:

Junction Improvement Works

- 1.1 Not to Commence the Development before the Junction Improvements Works Specification has been submitted to the Minister for his approval (in consultation with the TTS Minister) and has been approved by the Minister.
- 1.2 The Owner shall not Commence the Phase 2 Works unless it has given TTS at least 28 days prior written notice of the date upon which it intends to Commence the Phase 2 Works.
- 1.3 The Owner shall pay the Deposit to the Treasurer before it Commences the Phase 2 Works.
- 1.4 The Deposit shall be held by the Treasurer in a bank deposit account with interest accruing thereon.
- 1.5 Subject to the provisions of paragraph 3 of this Third Schedule the Deposit shall be repaid to the Owner immediately subsequent to the completion of the Junction Improvements Works.
2. That the Owner will at its own expense undertake the Junction Improvements Works or carry out or cause to be carried out the Junction Improvements Works the whole in accordance with the approved Junction Improvements Works Specification and to expeditiously complete the same to the reasonable satisfaction of the Minister (in consultation with the TTS Minister) and in any event on or before the Long Stop Date.
3. That if the Owner has not carried out or caused to be carried out the Junction Improvements Works to the satisfaction of the TTS Director or (in the opinion of the TTS Director) is not proceeding to carry out the same expeditiously the Minister will be entitled to carry out or cause to be carried out the Junction Improvements Works and recover the cost thereof from the Owner and may

utilise so much of the Deposit as is reasonably and properly required to meet such costs.

4. Not to Occupy or cause or permit to be Occupied any part of Phase 2 until the Junction Improvement Works have been completed to the reasonable satisfaction of the Minister (in consultation with the TTS Minister).
5. That on completion of the Junction Improvement Works the Owner shall cede and transfer and the Public shall take a conveyance of the relevant strips of land (approximately 211m² in area and shown for the purposes of identification only by black hexagons on Drawing 3) free of all charges and encumbrances by contract to be passed before the Royal Court the Owner paying the costs of and incidental to the said transfer (including all and any costs reasonably incurred by the Public and the Hypothecator).
6. That on completion of the Junction Improvements Works the Owner shall provide to the Minister three sets of as built plans (in such media format as the Minister requires) and other information reasonably required by the Minister,

Offsite Highway Works

- 7 To pay the Pedestrian Refuge Contribution to the Treasurer of the States one month prior to Commencement of Development.
8. Not to Commence or cause or permit Commencement of the Development until the Pedestrian Refuge Contribution payable under the preceding paragraph shall have been paid to the Treasurer of the States.

Defects Period

9. To provide the TTS Minister with a defect liability period and/or guarantee of twelve months from the main contractor of the Owner in respect of the Junction Improvements Works or such other works carried out under this Agreement as the Minister shall properly require.

L1268-049--



FOURTH SCHEDULE**Minister's Covenants****Repayment of Contributions**

- 1 The Minister hereby covenants with the Owner to use all sums received from the Owner under the terms of this Agreement (namely the Pedestrian Refuge Contribution) for the purposes specified in this Agreement for which they are to be paid or for such other planning purposes arising from the Development as the Minister shall consider to be reasonably appropriate in the circumstances.

- 2 The Minister covenants with the Owner that he will pay to the Owner such amount of any payment made by the Owner to the Minister under this Agreement which has not been expended in accordance with the provisions of this Agreement within five years of the date of receipt by the Minister of the date of Commencement of the Phase 2 Works.

L1268-050--



FIFTH SCHEDULE

The Site Plan

L1268-051--





La Rue Du Hocq
St. Clement.
Jersey
JE2 6LF

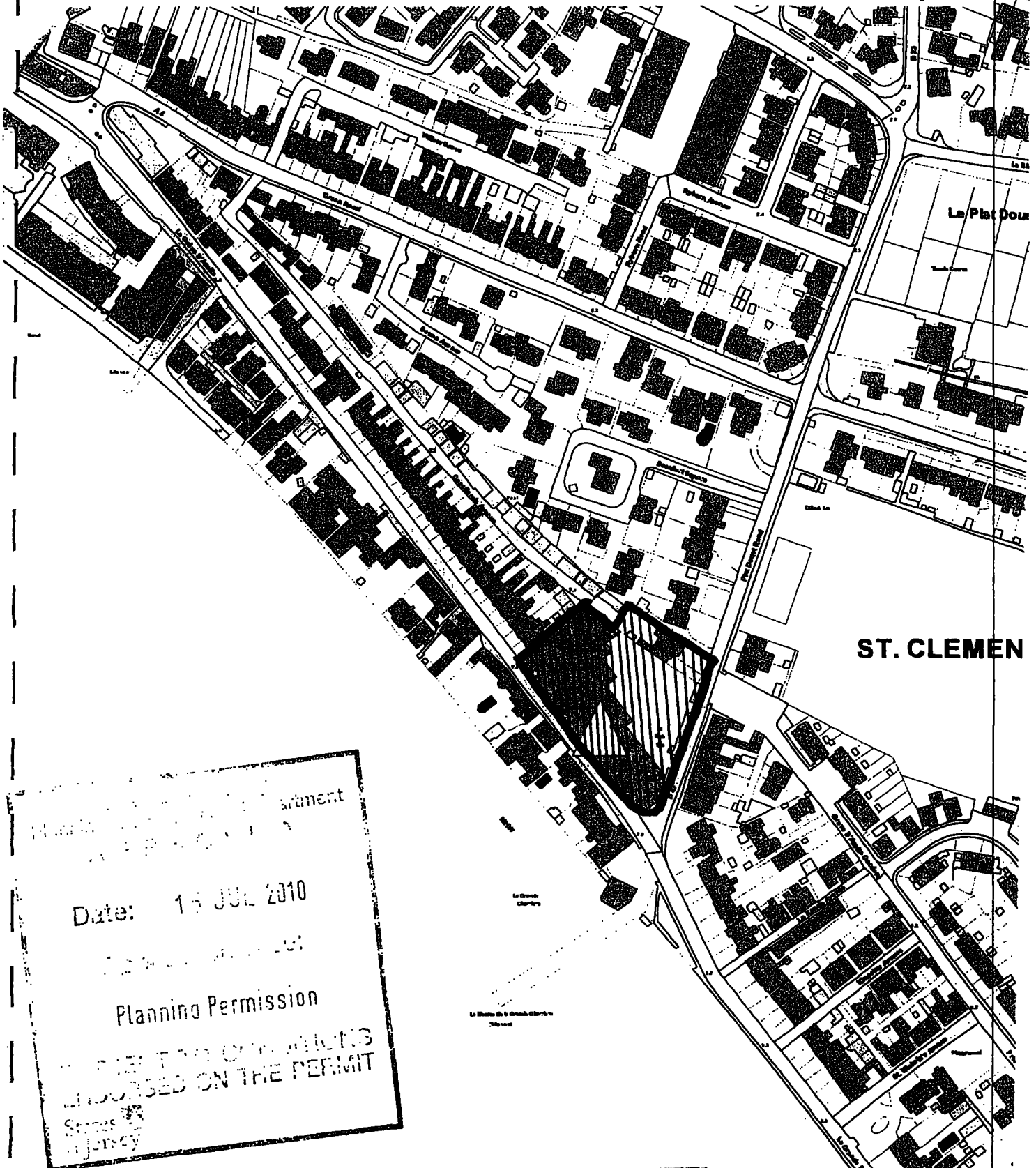
Fax: 01534 855288

Email : Jeff.Worthington@antlerhomesjersey.co.uk.



Licence Number 42

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Department
Date: 15 JUL 2010
Planning Permission
CHARGES ON THE PERMIT
States of Jersey

ALLIANCE WHOLESALE
LA GREVE D'AZETTE
ST. CLEMENT
JE2 6PW

Drawing No JY031 - PL001

Application No Drawing

Scale 2,500:1

P 2009 2 2 5 2 A

L1268-052--

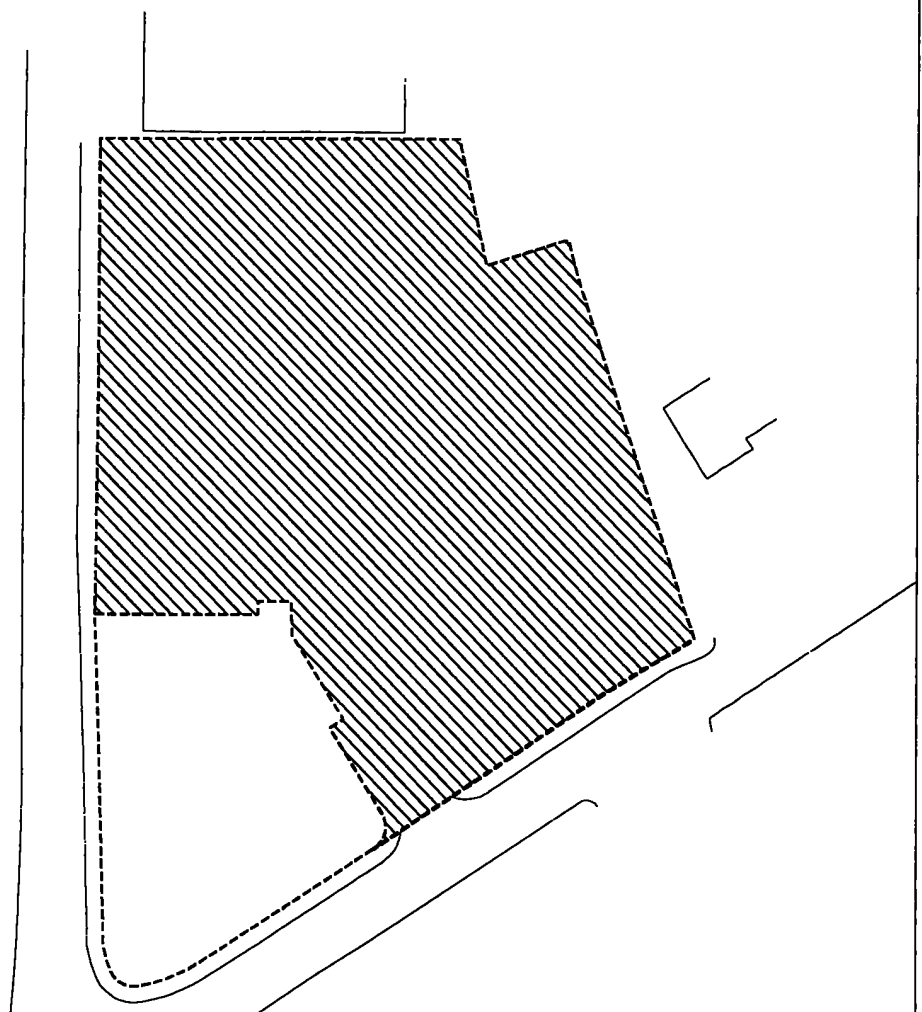
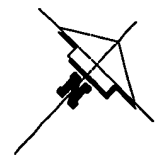


SIXTH SCHEDULE


The Phasing Plan


L1268-053--





LEGEND

 **PHASE 2 - HOUSES**

 **SITE BOUNDARY**

L1268-054--



NOTES

DO NOT SCALE OFF THIS DRAWING. ALL DIMENSIONS SHALL BE TAKEN FROM THE DIMENSIONS SHOWN ON THIS DRAWING. DIMENSIONS SHALL BE TAKEN FROM THE DIMENSIONS SHOWN ON THIS DRAWING. DIMENSIONS SHALL BE TAKEN FROM THE DIMENSIONS SHOWN ON THIS DRAWING.

REV	DATE	DESCRIPTION

Andler Homes
 Residential Business Centre
 10000 St. Charles Blvd
 St. Charles, MO 63043
 Tel: 636.947.1234

JOB TITLE	Former Alliance Site
PROJECT NO.	1268-054
PLANNING LAYOUT	Phase 2 - Houses
JOB NO.	10031
DWG. NO.	PL-600
SCALE	1:500(AS)
DATE	Sept 2010
BY	—

SIGNED on behalf of ANTLER PROPERTY C.I. LIMITED by

[Redacted signature]

[Redacted signature]

in the presence

This 17th day of September 2010

SIGNED on behalf of HSBC BANK PLC by

[Redacted signature]

[Redacted signature]

in the presence of

Paul GUSTANCE

HSBC Bank plc
P.O. BOX 14
ST. HELIER

This 21st day of September 2010

SIGNED on behalf of the PLANNING MINISTER by

[Redacted signature]

in the presence of:

[Redacted signature]

This 23 day of September 2010

L1268-055--

