

In the Royal Court of Jersey

Samedi Division

In the year two thousand and ten, the fourteenth day of October.

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, Danmere (Portelet) Limited and Bridgemere Developments Limited in relation to the development of the Former Portelet Holiday Village, St Brelade be registered in the Public Registry of this Island.


Greffier Substitute

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PLANNING OBLIGATION AGREEMENT

ARTICLE 25 of the PLANNING AND BUILDING (JERSEY) Law 2002

BETWEEN

DANMERE (PORTELET) LIMITED

AND

**THE MINISTER FOR PLANNING AND ENVIRONMENT
of the
STATES OF JERSEY**

REGARDING

Former Portelet Holiday Village, St Brelade

**Law Officers' Department
Morier House
St Helier
Jersey**

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1. Parties

- 1.1 Danmere (Portelet) Limited, whose registered office is PO Box 248, 39-41 Broad Street, St Helier, Jersey JE4 5PS, (hereinafter called "the Developer" which expression where the context so admits shall include its assigns and successors in title); and
- 1.2 The Minister for Planning and Environment (hereinafter called "the Planning Minister" which expression shall be construed in accordance with clause 3.1 hereof).
- 1.3 The Minister for Transport and Technical Services (hereinafter called "the Transport and Technical Services Minister" which expression shall be construed in accordance with clause 3.1 hereof).

2. Whereas:

- 2.1 The Planning Minister is the Minister of the States charged with the administration of the Planning and Building (Jersey) 2002 Law ("the Law"), by whom the obligations in this Agreement are enforceable in accordance with the provisions of the Law.
- 2.2 The Former Portelet Holiday Village Site ("the Land") (as shown on the map titled **Schedule 1** to this Agreement), is owned by Bridgemere Developments Limited ("Bridgemere").
- 2.3 Wherefore Bridgemere has an interest in the Land within the meaning of Article 25 of the Law.
- 2.4 The Developer with the permission of Bridgemere has the consent of the Planning Minister for permission to develop the land (application reference number RP/2008/2158, RP/2008/2159 and P2009/1976 and P/2007/3020 ("the Planning Consent").
- 2.5 The Planning Minister considers it expedient in the interests of proper planning that provision should be made for regulating or facilitating the development or use of the Land in the manner hereinafter appearing and is satisfied that development permission could properly be granted in respect of the said application conditional on the Developer entering into this agreement.

3. Interpretation

- 3.1 In this agreement:

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“The Planning Minister” shall mean the Minister for Planning and Environment and any person or body to whom the functions of that Minister are lawfully delegated from time to time and any person or body to whom the functions of that Minister are transferred hereafter.

“The Transport and Technical Services Minister” shall mean the Minister for Transport and Technical Services and any person or body to whom the functions of that Minister are lawfully delegated from time to time and any person or body to whom the functions of that Minister are transferred hereafter.

“development” shall have the same meaning as defined in the Law.

“the Development” shall mean the Revised scheme for the proposed construction of 46 No. apartments and 7 No. detached houses in accordance with the Planning Consent.

4. It is agreed as follows:

- 4.1 This **AGREEMENT** is made pursuant to all powers enabling the parties and in particular to Article 25 of the Law and with the intent that it shall bind the Developer and its assigns and successors in title and any persons claiming under or through it.
- 4.2 The Obligation assumed by the Developer by this Agreement is a planning obligation for the purposes of Article 25 of the Law.
- 4.3 If the development permission lapses, then this Agreement shall automatically lapse and be of no further force or effect.
- 4.4 Should the Developer cease to have an interest in the land, the Developer shall no longer be bound by the Obligation in this Agreement.

5. The Obligation

- 5.1 The Developer shall on signing this agreement pay to the Treasurer of the States the sum of £6,000 being an agreed figure with the Planning Minister to cover the cost of providing a bus shelter at a suitable site adjacent to the Land or otherwise in the environs of the Land to be determined by the Transport and Technical Services Minister and irrevocably releases to the Planning Minister the said sum upon this Agreement being registered in the Royal Court as evidenced by an Act of the said Court.

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- 5.2 That when choosing the site of the bus shelter the Transport and Technical Services Minister accepts that it is of paramount importance that the site should be one convenient to the occupants of the Development
- 5.3 The Planning Minister hereby agrees with the Developer to use the sum referred to in 5.1 above under the terms of this Agreement for the purpose specified in this Agreement for which it has been paid or for such other planning purposes arising from the Development as the Planning Minister shall in his discretion consider to be reasonably appropriate in the circumstances.
- 5.4 That in the event of the Planning Minister either failing to utilise the sum for the purpose specified in this Agreement within a period of three years from the date of this Agreement or not needing to utilise the whole of the said sum during this period, then the whole of the sum or the unused part shall be repaid to the Developer

6. Enforcement of the Obligation

- 6.1 The Planning Minister is the planning authority with responsibility for achieving the purposes of the Law and the Planning Minister has the power to enforce this agreement against the parties to the Agreement and any person who derives title to the Land from any such party pursuant to paragraph (7) of Article 25 of the Law.

Signed on behalf of Danmere (Portelet) Limited

[Redacted signature]

in the presence of

[Redacted witness signature]

Signed on behalf of Bridgemere Developments Limited

by


in t


[Redacted signature]

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Signed on behalf of the Minister for Planning and Environment

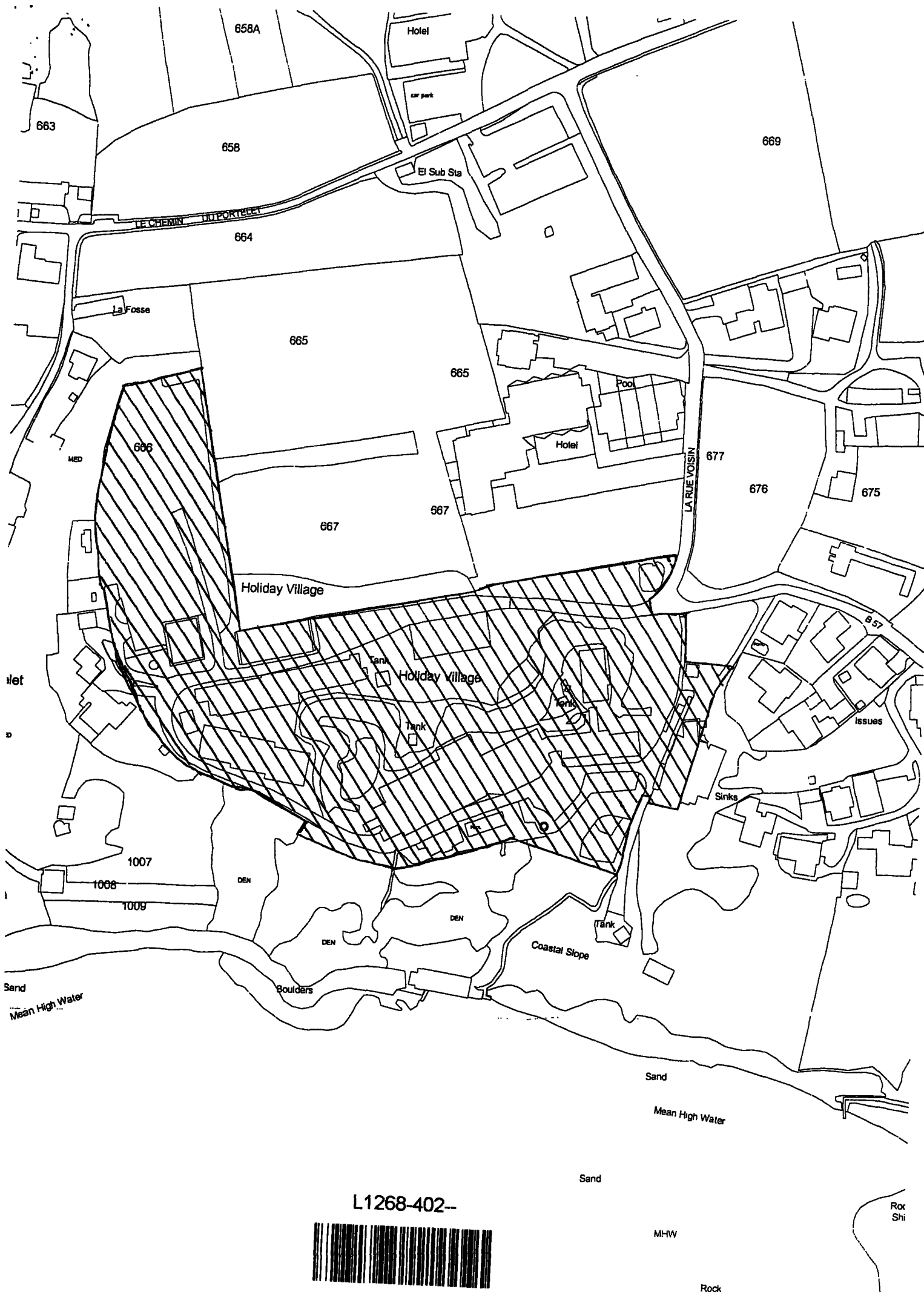
by 

in the presence of 

this 7 day of October ,2010

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