

In the Royal Court of Jersey

Samedi Division

In the year two thousand and eleven, the fourteenth day of January.

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, Almondale Limited and Lloyds TSB Offshore Limited in relation to Field No. 621, La Route de Noirmont, St Brelade be registered in the Public Registry of this Island.


Greffier Substitute

LOD

PR

L1271-810--



**Planning Obligation Agreement under Article 25 of the
Planning and Building (Jersey) Law 2002**
relating to the development of Field 621, La Route de
Noirmont, St. Brelade, Jersey.

Dated : 14th January 2011

The Minister for Planning and Environment (1)

Almondale Limited (2)

Lloyds TSB Offshore Limited (3)

L1271-811-



DATE: //4th January 2011

PARTIES

- (1) The Minister for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Minister")
- (2) Almondale Limited (Company Number: 594145), incorporated on 28 April 2004, of the registered address of which is Mill Mall, Suite 6, Wickhams Cay 1, Road Town, P.O, Box 3085, Tortola, British Virgin Islands but whose address for the service of any notices in respect of this Agreement shall be c/o Carey Olsen, 47 The Esplanade, St Helier, Jersey JE1 0BD. ("the Owner")
- (3) Lloyds TSB Offshore Limited of PO Box 160, 25 New Street, St Helier, JE4 8RG ("the Hypothecator")

RECITALS

- 1 The Minister is the Minister for Planning and Environment of the States of Jersey 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 is the owner in perpetuity of the Site.
- 3 The Hypothecator has a charge over the Site by virtue of a judicial hypothec (*hypothèque judiciaire*) dated 17th December 2010.
- 4 The Owner has submitted the Reserved Matters Application to the Minister and the Minister having regard to the purposes of the Law the Island Plan 2002 and all other material considerations is minded to issue Reserved Matters Approval 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:

Commencement	the date on which any operation forming part of the Development permitted by the Detailed Permission or any subsequent planning permission for the Development begins to be carried out and "Commence" and "Commenced" shall be construed accordingly.
Completion	means completion of the Development as confirmed



		by the issue of a certificate of completion by the Minister pursuant to Article 28 of the Law and "Completed" shall be construed accordingly.
Detailed Permission		the Planning Permit and the Reserved Matters Approval.
"Development"		the Development of the Site with "Erection of a single residential house" at Field 621, La Route de Noirmont, St Brelade as set out in the Outline Application.
"Dwelling Unit"		The single residential house which forms the Development.
"ground level"		means the existing ground level of the Visual Corridor recorded by the survey required in paragraph i of the Schedule 3.
"Law"		the Planning and Building (Jersey) Law 2002.
"Occupation and Occupied"		occupation for the purposes permitted by the Detailed Permission 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.
"the Outline Application"		the application for outline planning permission submitted to the Minister for the Development and allocated reference number PP/2009/1198 by the Minister.
"Plan"		the plan numbered 4719-034F and dated December 2010 annexed to this agreement and signed by the parties.
"Planning Permit"		the planning permission subject to conditions granted by the Minister on the 27 th May, 2010.
Reserved Matters		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) under the Planning Permit reserved by the Minister for his subsequent approval.
Reserved Matters Application		the application by the Owner of the Reserved Matters under the Planning Permit to the Minister for his approval for the "Construction of [a] single dwelling house, single garage with underground parking and landscaped gardens." given the reference RM/2010/0915 by the Minister.
Reserved Matters Approval		the approval of the Reserved Matters by the Minister as set out in the Reserved Matters Approval Consent.
Reserved Matters Approval Consent		The consent issued by the Minister a copy of which is appended hereto as the Second Schedule.
"Royal Court"		the Royal Court of the Island of Jersey.
"Site"		The property known as "Field 621", St. Brelade, Jersey as more fully described in the First Schedule.
"Visual Corridor"		That part of the Site shown by black hatching on the Plan.

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 This Agreement shall bind the parties to this Agreement and in the case of the Owner its successors in title to the whole or any part of the Site and in the case of the Minister the successors to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose and intention 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 and any person claiming or deriving title through or under the Owner to the Site or any part or parts thereof .

4 CONDITIONALITY

This Agreement shall come into force upon the later of:

- (i) the date of the Order of the Royal Court indicating that this Agreement be registered in the Public Registry of Contracts; and
- (ii) the date of the Reserved Matters Approval Consent.

5 THE OWNER COVENANTS

The Owner covenants and agrees with the Minister as set out in the Third Schedule.

6 PUBLIC REGISTRY OF CONTRACTS

Upon completion of this Agreement, the Minister shall without delay 1) issue the Reserved Matters Approval Consent and 2) 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 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.
- 7.2 Any notices on the Owner shall be deemed to have been properly served if sent by ordinary post to the Owner's address referred to above or other address for the service of notices in Jersey 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 or the Reserved Matters Approval Consent shall be quashed, cancelled, 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 Development.
- 7.5 No person shall be liable for any breach of any of the planning obligations set out in the Third Schedule or other provisions of this Agreement after it shall have parted with its entire interest in the Site save for liability for a 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 Detailed Permission) granted (whether or not on appeal) after the date of this Agreement.
- 7.7 Except in so far as may be permissible as a matter of law 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.
- 7.8 Nothing contained herein shall be construed 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 Brelade (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 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 Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.
- 7.10 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 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 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 (save to the extent that such enforcement would negative the effect of the waiver) or from acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

In the event that the Owner shall transfer the ownership of the whole or any part of the Site to a third party it shall give the Minister immediate written notice of the same including details of what has been transferred, the transferee's identity and address.

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10 HYPOTHECATORS CONSENT

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 a person deriving title from the Owner.

11 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.

12 JURISDICTION

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

L1271-817-



FIRST SCHEDULE**Details of the Owner's Title, and description of the Site**

The Owner is the owner of the property described as a "certaine pièce de terre appelée 'La Clos du Vaux Toque'", St. Brelade, Jersey, bearing number 621 on the Ordnance Survey Map of Jersey, which property was purchased by the Owner in perpetuity by virtue of a contract of purchase from Guy Moore Dixon passed before the Royal Court on 25th June, 2004 which contract fully describes the extent of the Site.

L1271-818--



SECOND SCHEDULE

Reserved Matters Approval Consent

L1271-819--



FILE COPY

**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

States 
of Jersey

14 January 2011

Mike Waddington
Naish Waddington Architects
St Andrew's Studios
Charing Cross
3 St Andrew's Place
St Helier
JE2 3RP

Planning Application Number RM/2010/0915

Dear Sir/Madam

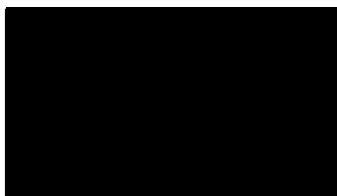
Application Address: Field 621, La Route de Noirmont, St. Brelade.

Description of Work: Submission of Reserved Matters: Construct 1 No. dwelling.

Please find enclosed notice of The Minister for Planning and Environment's decision regarding the above submission.

The attached approval relates to those matters reserved by the Minister in making his decision in relation to Planning Permission *PP/2009/1198* and all other conditions attached to that Permit remain pertinent.

Yours faithfully



A Townsend
Principal Planner
Direct Dial +44 (0) 1534 448459
Email: a.townsend@gov.je
www.gov.je

Encl.

L1271-820--



PIRM_2010

Chief Executive Officer: Andrew
Director of Planning: Peter Thor.

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 RM/2010/0915

Reserved Matters Approval

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. 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 and Environment, having considered your application hereby APPROVES THE MATTERS RESERVED BY PLANNING PERMISSION PP/2009/1198 under Article 19 of the Planning and Building (Jersey) Law 2002.

Submission of Reserved Matters: Construct 1 No. dwelling.

To be carried out at:

Field 621, La Route de Noirmont, St. Brelade.

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.

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 original decision date, 27 May 2010, this permission shall cease to be valid.

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Reserved Matters Approval

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RM/2010/0915

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

Condition(s)

1. Permission is hereby granted on the basis that within three months of the date of this permission the applicant shall enter into a formal obligation with the Minister for Planning and Environment under Article 25 of the Planning and Building (Jersey) Law 2002 to restrict the height of any development or planting across the view corridor on the southern part of the site and to ensure that the house is not subdivided.
2. The architect appointed in the development of the scheme hereby approved shall be retained throughout the construction phase of the development. Prior to the occupation of the dwelling, the architect must give written confirmation to the Minister that he or she is satisfied that the building has been completed in accordance with the approved plans and that the quality of materials and workmanship are of the highest possible order.
3. A Landscape Architect, to be approved in writing by the Minister, shall prepare a landscape scheme for approval and shall, thereafter, be retained throughout the landscape (both hard and soft) phase of the development. The landscape architect must give written confirmation to the Minister that he or she is satisfied that the landscaping has been completed in accordance with those approved plans and that the quality of materials, planting and workmanship are of the highest possible order.
4. The roadside footpath for public use shown on the approved drawings shall be created and completed prior to the first occupation of the house hereby permitted and retained at all times thereafter for use by the public.
5. The hedges on the northern and southern boundaries of the site shall, unless otherwise agreed in writing, be retained to at least their existing height at all times.

L1271-822--

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Chief Executive Officer: Ar
Director of Planning: Peter



Reserved Matters Approval

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RM/2010/0915

6. The first floor kitchen window on the south elevation shall at all times be obscurely glazed.

7. Notwithstanding the provisions of the Planning and Building (General Development) (Jersey) Order 2008, or any amendment to or replacement of that order, no works involving the erection of a building, extension, structure, gate, wall, fence or other means of enclosure, tank, or the introduction of any hardstanding to any ground surface, other than those shown on the drawings approved with this permission, is permitted without the prior approval of the Minister for Planning and Environment.

Reason

1. To ensure that the view corridor shown is retained in the interests of the character of the area and that only one unit of accommodation is created.

2. To ensure that the development is undertaken as shown and to a high standard.

3. To ensure that the landscaping is undertaken to a high standard.

4. In the interests of public amenity and highway safety.

5. The retention of the existing hedges assists the building sit within the landscape and minimises any impact on adjoining properties.

6. To overcome potential overlooking of the adjacent property from this window.

7. Permission has been granted on the basis of the specific size and design of the approved building on this sensitive site. The Minister wishes to retain control over any further development in the interests of retaining the quality of the development and respecting the amenities of the area and



Reserved Matters Approval

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number RM/2010/0915

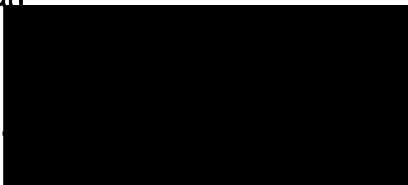
adjacent properties.

8. **INFORMATIVE:** The applicant's attention is drawn to the comments of the Natural Environment Team dated 4 August 2010 previously forwarded.

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

K: Location Plan
T: Site Photographs
U: Waste Management Plan
V: Proposed Basement Plan
W: Proposed Ground Floor Plan
X: Proposed First Floor Plan
Y: Proposed Roof Plan
Z: Site Plan
AA: Proposed East & West Elevation Plan
AB Proposed North & South Elevation Plan
AC: Proposed Section Plan

14/01/2011 Signed



for Director

L1271-824--



THIRD SCHEDULE

The Owner's Covenants with the Minister

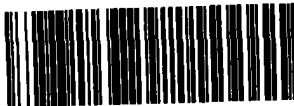
The Owner in regard to the Site covenants with the Minister as follows:

- (i) Not to Commence the Development until there has been submitted to and approved in writing by the Minister a detailed 3D topographical survey ("the Survey") of the Visual Corridor showing and recording the existing ground level of the Visual Corridor by means of contours and reference to Ordnance Datum (or such other geodetic system as is used in and is appropriate to Jersey).
- (ii) Not to Commence the Development until there has been submitted to and approved in writing by the Minister a landscaping scheme indicating the positions, design, height, materials and type of boundary and landscaping treatment to be erected in the Visual Corridor and to then carry out the Development strictly in accordance with the landscaping scheme approved by the Minister (the "approved landscaping scheme").
- (iii) Not to Occupy or cause or permit to be Occupied any part of the Development until the approved landscaping scheme has been completed to the reasonable satisfaction of the Minister and thereafter to maintain the Visual Corridor in accordance with the approved landscaping scheme.
- (iv) That on completion of the approved landscaping scheme the Owner shall provide to the Minister three sets of 'as built plans' (such plans to include full topographical details as to site levels and in such media format as the Minister requires) and other information reasonably required by the Minister.
- (v) Save as allowed by the approved landscaping scheme, not to raise the existing ground level of the Visual Corridor.
- (vi) Save as allowed by the approved landscaping scheme, not to place, build, station, keep, leave, erect, plant or establish or cause to place, build, keep, leave, erect, station, plant or establish any building structure (whether moveable or not) tree, bush, plant, landscaping or any other thing in the Visual Corridor more than 900 millimetres in height above ground level or cause permit or allow any tree, bush, plant or other landscaping in the Visual Corridor to grow to a height of more than 900 millimetres in height above ground level (as recorded by the Survey).
- (vii) Save as allowed by the approved landscaping scheme, to maintain the Visual Corridor so that it is kept free of any obstruction whatsoever exceeding a height of 900 millimetres above ground level (as recorded by the Survey).
- (viii) Save as allowed by the approved landscaping scheme, not to place, build, station, keep, leave, store or erect or cause to place, build, keep, leave, erect, store or station any materials, goods, plants, machinery, equipment, finished or unfinished products/parts of any description, skips, crates, containers, waste or any other item or moveable structure whatsoever shall be placed, stacked, deposited or stored above a height of 900 millimetres above the existing ground level of the Visual Corridor (as recorded by the Survey).

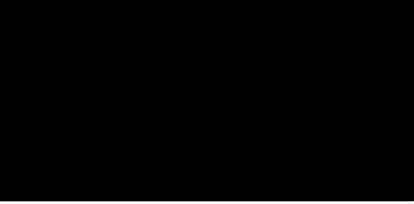


- (ix) Not to erect or suffer or permit to be erected upon the Site more than one (1) single residential house.
- (x) The Dwelling Unit shall not be used or occupied or permitted to be occupied other than as a single residential house.
- (xi) The Dwelling unit is not to be subdivided so as to create any independent and separate self-contained accommodation.
- (xii) No part of the Site is to be sold alienated or otherwise disposed of separately from the remainder.

L1271-826--




Signed on behalf of the Planning Minister

by


in the presence

this 14 day of JANUARY 2011


Signed on behalf of Almondale Limited

by


in

this 14 day of January 2011

Signed on behalf of the Hypothecator

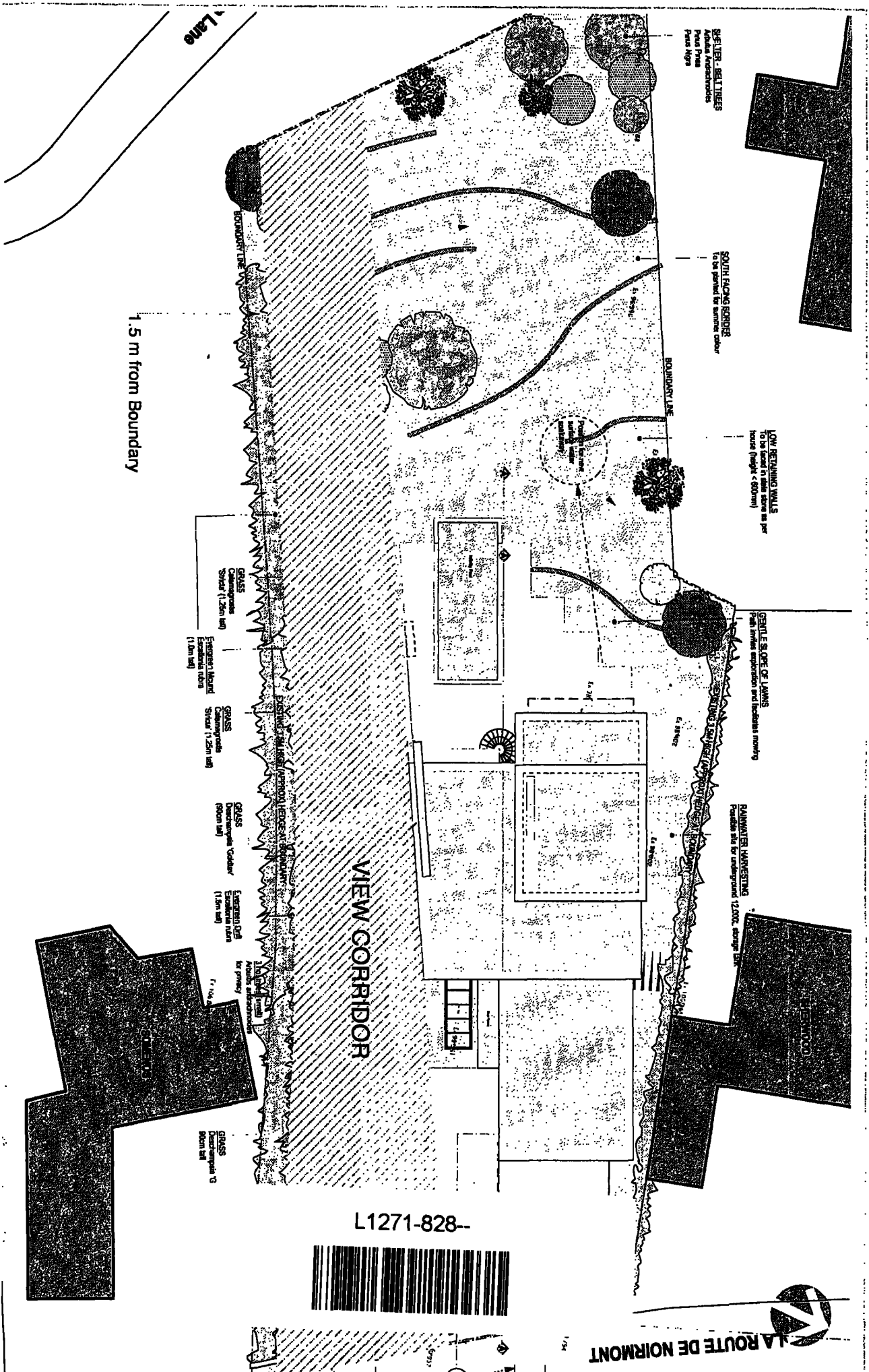
.....


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this 14th day of January, 2011

L1271-827--





LA ROUTE DE NOIRMONT

L1271-828--



Client: - Almondale Ltd
 Project: - Field 621

14/1/11

Blair

14/1/11

Drawing: - Site plan showing view corridor
 Date: - December 2010

Scale: - 1:500 & A3

Eng No: - 4719-034F

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