

In the Royal Court of Jersey

Samedi Division

In the year two thousand and sixteen, the first day of November.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment and Brook Green Limited in relation to Brook Green and La Cachette, La Rue du Craslin, St Peter, 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**

This Planning Obligation Agreement relates to the development of
Brook Green and La Cachette, La Rue du Craslin, St Peter Jersey

Dated :

31st October

2016

The Minister for Planning and Environment (1)
Brook Green Limited (2)

DATE

31st October

2016

PARTIES

- (1) The Minister for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Minister")
- (2) Brook Green Limited Co Reg. No 120536 whose registered office is situate at Fox House Rue Des Pres St Saviour Jersey JE2 7QS ("the Owner")

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 in perpetuity (à fin d'héritage) of the Property by virtue of a hereditary contract of purchase from Thomas Quarrell dated 29th January, 2016
- 3 The Owner submitted an application to the Minister for planning permission for the Development and having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Minister is minded to grant planning permission for the Development subject to the completion of this Agreement that provision should be made for regulating or facilitating the development or use of the Property in the manner hereinafter appearing and without such the Minister would not be so minded
- 4 The parties acknowledge that this Agreement is legally binding
- 5 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:

"Application"		the application for planning permission submitted to the Minister by or on behalf of the Owner for the Development and allocated reference number P/2016/0452
"Commencement"		the date on which any use or operation forming part of the Development permitted by the Planning Consent or any subsequent planning permission for the Development begins to be carried out including for the avoidance of doubt operations consisting of site clearance, tree removal, archaeological investigations, investigations for the propose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, and temporary erection of site notices or advertisements and "Commence" and "Commenced" shall be construed accordingly
"Bus Shelter Contribution"		the sum of fourteen thousand seven hundred and nineteen pounds and seventy five pence (£14,719.75) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for the purposes of the improvement of the Bus Shelter or for such other planning purposes arising from the Development as the Minister shall consider being reasonably appropriate in the circumstances
"Development"		the development of the Property and adjacent land to construct 4 No. four bedroom and 1 No. five bedroom

		dwelling and associated parking as set out in the Application
"Dwelling Unit"		a residential unit forming part of the Development to be constructed pursuant to the Planning Consent
"Interest"		interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time.
"Law"		the Planning and Building (Jersey) Law 2002.
"Minister"		the Minister for Infrastructure.
"Occupation, Occupy and Occupied"		occupation for the purposes permitted by the Planning Consent 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.
"Planning Consent"		the planning permission for the Development a copy of which in draft is attached at the Second Schedule.
"Plan"		The plan attached at the Fourth Schedule
"Property"		the land owned by the Owner as shown edged with a broken black line on the Plan for the purposes of identification

		and upon which part of the Development is to be carried out.
"Public"		the Public of the Island of Jersey.
"Royal Court"		the Royal Court of the Island 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 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 Minister to the successors to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law

3 LEGAL BASIS

- 3.1 This Agreement is made pursuant to Article 25 of the Law.

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

4 CONDITIONALITY

This Agreement is conditional upon:

- 4.1 the grant of the Planning Consent
- 4.2 the Commencement of the Development

save for the provisions of Clause 7.1 which shall come into effect immediately upon completion of this Agreement

5 OWNER COVENANTS

The Owner covenants and agrees with the Minister as set out in the Second Schedule so 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 Property or any part or parts thereof.

6 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.

7 MISCELLANEOUS

7.1 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.

7.2 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 - Development Control of Planning and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.

7.3 Any notices on the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.

7.4 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.

7.5 Without prejudice to the provisions of Clause 4 this Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Consent shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the Commencement of Development;

7.6 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 Property but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

7.7 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Consent) granted (whether or not on appeal) after the date of this Agreement.

7.8 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

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 or from acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

The Owner agrees with the Minister to give the Minister written notice (as soon as reasonably practical following such change) of any change in ownership of any of its interest in the Property 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 Property purchased by reference to a plan

10 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.

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.

FIRST SCHEDULE
Draft Permit

**Department of the Environment
Planning and Building Services**

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



Jamie Le Sueur
Antler Homes Jersey
Fox House
Rue des Pres
St. Saviour
JE2 7QS

Planning Application Number P/2016/0452

Dear Mr Le Sueur

Application Address:	La Cachette & Brook Green, La Rue du Craslin, St. Peter, JE3 7BU.
Description of Work:	Construct 4 No. four bed and 1 No. five bed dwellings to East of site. 3D Model available.

Please find enclosed the decision notice for the above application.

The approved plans and any conditions attached to the decision are important and should be complied with. If there is any variation from the approved plans or the conditions please notify us immediately.

Failure to comply with the approved plans or conditions may result in enforcement action.

If you are unhappy with a condition attached to this permission, you may request a review or make an appeal. How to do this is set out in Supplementary Planning Guidance Practice Note No. 3 available online at www.gov.je

Yours sincerely

Ginny Duffell BSc (Hons) Dip TP MRTPI
Assistant Senior Planner | Development Control
Department of the Environment | States of Jersey
Planning & Building Services | South Hill | St Helier | JE2 4US
T: +44(0)1534 448405 | E: g.duffell@gov.je | W: www.gov.je

**Department of the Environment
Planning and Building Services**
South Hill
St Helier, Jersey, JE2 4US
Tel: +44 (0)1534 445508

States 
of Jersey

Planning Application Number P/2016/0452

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

In accordance with Article 19(8) of the Planning and Building Law 2002, as representations were made in connection with this application, this decision shall not have effect during the period of 28 days immediately after the decision date.

This permission enures (unless otherwise stated) for the benefit of the land to which it relates and of each person for the time being having an estate or interest in that land.

This decision does not absolve the parties concerned from obtaining, nor does it overrule, any other permission that may be required under any other law. In addition, it does not overrule any private property rights, nor does it absolve the need to obtain the permission of the owner of the land to which this permission relates.

This is notification of the decision to GRANT permission to develop land under Article 19 of the Planning and Building (Jersey) Law 2002;

In respect of the following development:

Construct 4 No. four bed and 1 No. five bed dwellings to East of site. 3D Model available

To be carried out at:

La Cachette & Brook Green, La Rue du Craslin, St. Peter, JE3 7BU.

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 addition, the representations raised to the scheme on the grounds of increase in traffic generation, highway safety and density of development have been assessed. However, it is considered that the proposal accords with the terms of Policy GD1 of the 2011 Island Plan (Revised 2014) in that it does not unreasonably harm the amenities of neighbouring users nor will it lead to unacceptable problems of traffic generation, safety and parking.

INFORMATIVE 1

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should be aware that the

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2016/0452

site has been identified as having the possible presence of protected wildlife species. It is the responsibility of the applicant to inform all site workers of the possibility of protected species on site and the implications under the Conservation of Wildlife (Jersey) Law (2000) and you are advised that it is your duty under the Law to stop work and notify the Department of Environment on +44 (0) 1534 441600 immediately should any species be found.

INFORMATIVE 2

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should follow the provisions of the Conservation of Wildlife (Jersey) Law (2000). Prior to any felling, hedge removal or clearance works, the site should be checked by a qualified and competent person to ensure that there are no nesting birds or other protected wildlife in any of the trees or hedgerows to be felled or removed. Further information can be obtained from Department of the Environment on +44 (0) 1534 441600.

INFORMATIVE 3

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance contained in the document 'Guidelines on Noise Control for Construction Sites' which is available online at <http://www.gov.je/Industry/Construction/Pages/ConstructionSite.aspx> and 'British Standard BS5228:2009 Code of Practice for Noise and Vibration Control on Construction and Open Sites'.

This permission is granted subject to compliance with the following conditions and approved plan(s):

- A. The development shall commence within five years of the decision date.
Reason: The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.
- B. The development hereby approved shall be carried out entirely in accordance with the plans, drawings, written details and documents which form part of this permission.
Reason: To ensure that the development is carried out and completed in accordance with the details approved.

Condition(s):

1. Prior to commencement of the development hereby approved, a scheme of **landscaping** shall be submitted to and approved in writing by the

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2016/0452

Department of the Environment. The scheme of landscaping 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;
- 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 including any excavation works, surfacing treatments, or means of enclosure;
- iv) the measures to be taken to protect existing trees and shrubs;
- v) the presence of any invasive plant species on site, and if present, a detailed method statement for the removal and long-term management/ eradication of the species; and,
- vi) A landscape management plan for the maintenance of the landscaped areas.

Once agreed, the approved scheme shall be implemented in full and thereafter retained and maintained as such.

2. The **windows and doors** of the proposed development shall be **set back** a minimum of 75mm from the edge of the render around the window and door openings unless otherwise agreed in writing with the Department of the Environment.

3. No part of the development hereby approved shall be occupied until the approved **drainage works**, including the connection to the **foul sewer**, is completed in accordance with the approved plans.

4. No part of the development hereby approved shall be occupied until the approved **drainage works** including disposal of **surface water** and/or Sustainable Urban Drainage Solutions is completed in accordance with the approved plans, and thereafter be retained and maintained as such.

5. 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 without express planning permission first being obtained from the Department of the Environment.

- Extension to the dwelling (to include a conservatory);
- Free standing buildings within the curtilages of the dwelling;
- Addition or alteration to the roof;
- Erection of a porch, and
- Any windows or dormer windows.

6. No part of the development hereby approved shall be occupied until the means of **VEHICULAR and PEDESTRIAN access** as indicated on the approved plan has been **wholly constructed** in accordance with the approved

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2016/0452

plans and shall thereafter be retained and maintained as such.

7. Prior to the development being brought into first use, **visibility splays** shall be laid out and constructed in accordance with the approved plans. The visibility splays shall then be maintained thereafter and no visual obstruction of any kind over the height of 600mm shall be erected within them.

8. No part of the development hereby approved shall be occupied until the **vehicular manoeuvring area** and respective **car parking spaces** have been laid out, surfaced and drained as indicated on the approved plans. The car parking spaces shall thereafter be retained solely for the use of occupants of the development and shall not be sub-let for any other purpose.

Reason(s):

1. To safeguard the character and appearance of the area in accordance with Policies GD1, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
2. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD1 and GD7 of the Adopted Island Plan 2011 (Revised 2014).
3. To ensure that the property has adequate foul drainage and in order to prevent any pollution of groundwater in accordance with Policy LWM2 of the Adopted Island Plan 2011 (Revised 2014).
4. To ensure that that the completed development is provided with satisfactory infrastructure and to have regard for highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
5. To enable the Department of the Environment to control the development and so safeguard the character and visual amenities of the area and to ensure that adequate private amenity space is retained within the curtilage of the dwelling in compliance with the requirements of Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
6. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
7. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
8. To ensure that the development provides adequate provision for off-street parking and manoeuvring for users of the site, in the interests of highway safety and the general amenities of the area, in accordance with Policy GD1 of

APPROVED

Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2016/0452

the Adopted Island Plan 2011 (Revised 2014).

FOR YOUR INFORMATION

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

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

- 1-Location Plan
- 2-Proposed Site Plan 002 C3
- 3-Proposed Plans 003 A
- 4-Proposed Elevations 004 A
- 5-House Type A 005
- 6-House Type A1 006
- 7-House Type B 007
- 8-Proposed Bin Store
- 9-Design Statement

DECISION DATE: 26/08/2016

The development may also require building permission, 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.

APPROVED

SECOND SCHEDULE
Covenants with the Minister

The Owner covenants, agree and undertake with the Minister:

Commencement

- 1 Not to Commence the Development until the Owner has given to the Minister twenty-eight (28) days' notice in writing of its intention so to do

Bus Shelter

- 2 Not to Commence or cause or permit to be Commenced any part of the Development until such time as the Bus Shelter Contribution has been paid to the Treasurer of the States.
- 3 To pay the Bus Shelter Contribution to the Treasurer of the States prior to the Commencement of the Development.

THIRD SCHEDULE

Minister's Covenants

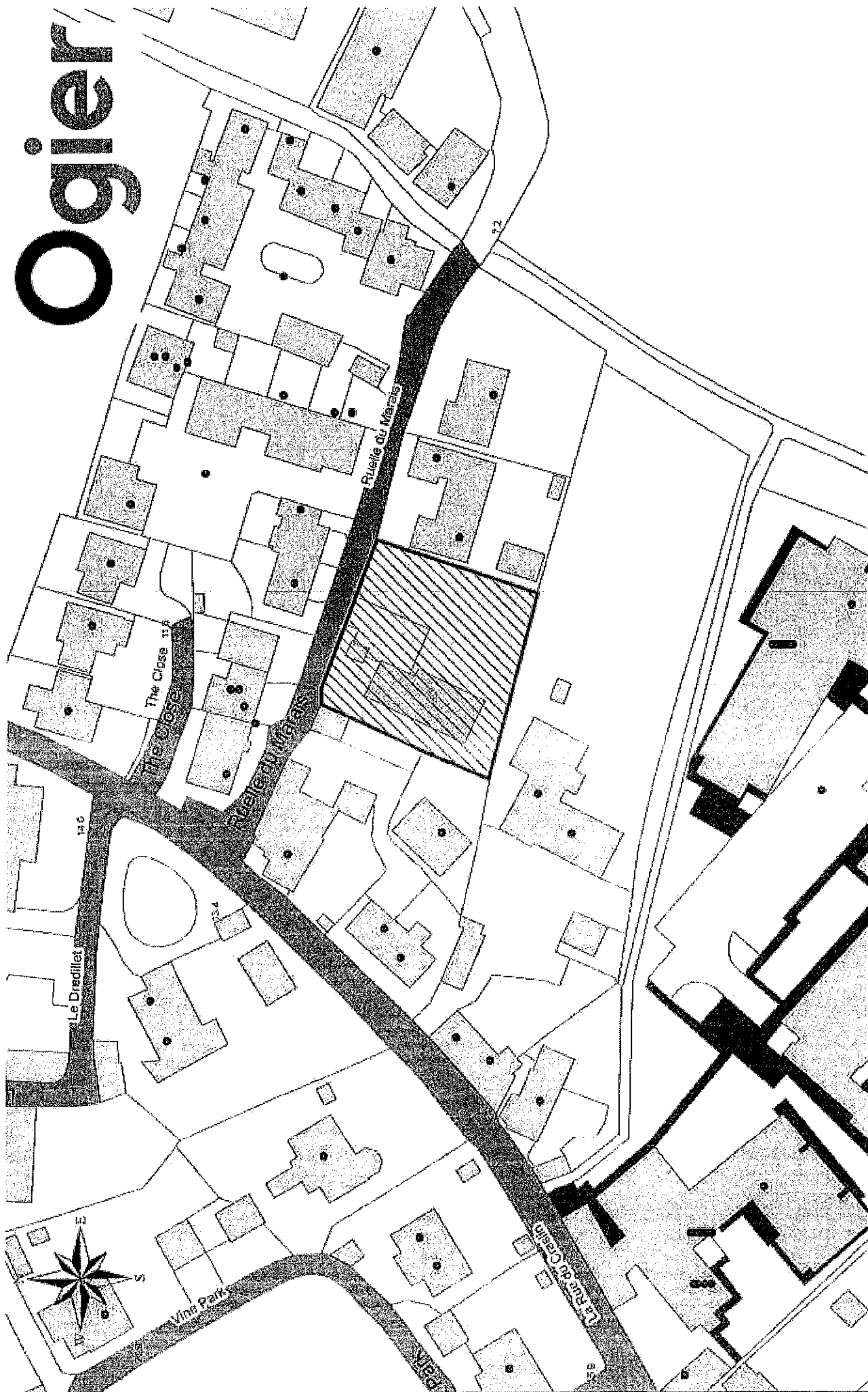
- 1 The Minister hereby covenants with the Owner to use all sums received by the Treasurer of the States from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other planning purposes arising from the Development as the Minister shall in his discretion consider to be reasonably appropriate in the circumstances.
- 2 The Minister covenants with the Owner that he will procure or arrange that the Treasurer of the States will pay to the Owner such amount of any payment made by the Owner to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement within five years of the date of receipt by the Treasurer of the States of such payment.
- 3 To issue the Planning Permit to the Owner



FOURTH SCHEDULE

Plan

Ogier



Licence No. J31

Copyright (c) States of Jersey 2014

Brook Green, St Peter

Property
Address

File No:

**Location Plan
Scale 1:861**

Jan 2016



Signed on behalf of the Minister:



Name and Position: *ANDREW SCATE CHIEF OFFICER D.E.*

in the presence of 

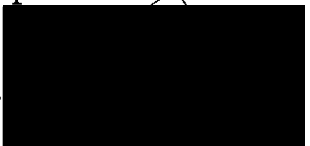
Name and Position: *Ginny Duffell Assistant Senior Planner*

this *31st* day of *October* 2016

Signed on behalf of Brook Green Limited



Name and Position: *J.L. LE SUEUR DIRECTOR*

in the presence of 

Name and Position: *JANE SIMPSON - OFFICE MANAGER*

this *21st* day of *October* 2016