

# *In the Royal Court of Jersey*

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**Samedi Division**

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**In the year two thousand and eighteen, the seventeenth day of December.**

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment, The Hague Developments Limited and Cotown Properties (CI) Limited in relation to Sandy Croft La Grande Route Des Sablons Grouville Jersey, be registered in the Public Registry of this Island.

  
Greffier Substitute

LOD

Reg. Pub.

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

relating to the development of Sandy Croft La Grande Route Des Sablons Grouville Jersey

Dated:

17<sup>th</sup> December

2018

The Chief Officer for the Environment (1)

The Hague Developments Limited (2)

Cotown Properties (CI) Limited (3)

DATE

2018

## PARTIES

- (1) The Chief Officer for the Environment of South Hill St Helier Jersey JE2 4US ("the Chief Officer")
- (2) The Hague Developments Limited (Co Reg No 125690) of The Glebe La Grande Route De St Martin St Martin Jersey JE3 6JB ("the Owner")
- (3) Cotown Properties (CI) Limited (Co. regn No 66911) of Thomas Edge House Tunnell Street St Helier Jersey JE2 4LU

## RECITALS

- 1 The Owner warrants that it is the owner of the Site to which it has right in perpetuity (à fin d'héritage) by virtue of a contract from Ronald Jeffrey Horn passed before the Royal Court on 2nd February 2018
- 2 The Lender has an interest in the Site by virtue of a judicial hypothec (hypothèque judiciaire) dated 2nd February 2018
- 3 The Owner submitted the Application to the Chief Officer
- 4 Pursuant to Article 9(5)(b) of the Law the Chief Officer referred the application for the Development to the Planning Committee for determination by that Committee
- 5 Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Planning Committee at its meeting on [date] 2018 resolved to approve the grant of planning permission for the Development subject to the prior completion of this Agreement to secure the obligations contained herein.
- 6 The parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement
- 7 The Owner acknowledges that this Agreement is legally binding

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 Chief Officer for the Development and allocated reference number P/2018/0798.
"Commencement of	the date on which any use or operation forming Development part of the Development begins to be carried out including for the avoidance of any doubt operations

	consisting of site clearance, demolition work, 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 or advertisements and the words "Commence" and "Commenced" shall be construed accordingly.
"Development"	the Development of the Site to construct 5 No. three bed dwellings with associated parking and landscaping. Create new vehicular access onto La Grande Route de Sablons.
"Index"	the all Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey.
"Interest"	interest at three per cent above the base lending rate of HSBC Bank Plc from time to time.
"Law"	the Planning and Building (Jersey) Law 2002.
"Plan"	the plan attached to this Agreement as the First Schedule.
"Planning Permit"	the planning permission subject to conditions to be granted by the Chief Officer pursuant to the Application as set out in the Second Schedule.
"Site"	the land against which this Agreement may be enforced as shown on the Site Plan in the First Schedule.

## **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 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 include the successors in title to that party and to any deriving title through or under that party and in the case of the Chief Officer 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 Chief Officer against the Owner.

### **4 CONDITIONALITY**

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 and the Planning Permit has been issued to the Owner.

### **5 THE OWNER'S COVENANTS**

The Owner covenants and agrees with the Chief Officer 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 PUBLIC REGISTRY OF CONTRACTS**

The Chief Officer 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 All communications and notices served or made under this Agreement shall be in writing.

7.2 Any notices on the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to either party at the address given in this Agreement or such other address in the Island of Jersey as otherwise notified to the Chief Officer by the Owner for the purpose by notice in writing.

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

7.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, 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 or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 7.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 7.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Chief Officer and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Chief Officer by any of the obligations or covenants by the Owner in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officers' 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 Helier (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 Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.
- 7.10 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 or oblige the Public to accept or take a transfer of land.
- 7.11 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 WAIVER**

No waiver (whether expressed or implied) by the Chief Officer 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 Chief Officer from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

## **9 CHANGE IN OWNERSHIP**

The Owner agrees with the Chief Officer to give the Chief Officer 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.

## **10 INDEXATION**

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from (a) the date on which the Planning Permit becomes capable of implementation following the elapse of the statutory period for the making of a third party appeal without any such appeal having been made or, if applicable, the final determination of any third party appeal until (b) the date on which such sum is payable.

**11 INTEREST**

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

**12 DISPUTE RESOLUTION**

In the event that any dispute shall arise in respect of any provision of this Agreement it shall be referred if not resolved within seven working days to the arbitration of an independent arbitrator under the provisions of the Arbitration (Jersey) Law 1998 such arbitrator to be named by the agreement of the parties to the dispute or in default of agreement by the President for the time being of the Royal Institution of Arbitrators upon the application of any party to the dispute.

**13 LENDER'S CONSENT**

The Lender 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 Lender over the Site shall take effect subject to this Agreement PROVIDED THAT the Lender 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

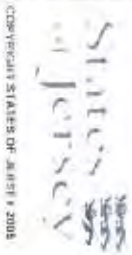
**14 JURISDICTION**

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

FIRST SCHEDULE

**Site Plan**





# Location Plan



Scale: 1:2500

Date: 01:06:18

SECOND SCHEDULE

**The Planning Permit**



# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/0798

**In accordance with Article 19(8) of the Planning and Building (Jersey) 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:**

Demolish existing structures. Construct 5 No. three bed dwellings with associated parking and landscaping. Create new vehicular access onto La Grande Route de Sablons. 3D model available. Landscape plan received. **AMENDED PLANS RECEIVED. Design Statement Amended**

### **To be carried out at:**

Sandy Croft, La Grande Route des Sablons, Grouville, JE3 9FR.

**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; over-development; loss of light; loss of privacy and overbearing 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.**

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

- A. The development shall commence within three years of the decision date.

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/0798

**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. No part of the development hereby approved shall be occupied until the provisions and arrangements to be made for the storage, sorting, recycling and disposal of refuse are completed in accordance with the approved plans, and thereafter they must be retained as such.
2. No part of the development hereby permitted shall be begun until mitigation measures in relation to birds, toads and slow worms have been submitted to and approved in writing by the Department of the Environment. All agreed mitigation measures shall be implemented prior to the commencement of development, continued throughout the phases of development (where applicable) and thereafter retained as such. Any variations that may be required as a result of findings on site are to be agreed in writing by the Department of the Environment prior to works being undertaken.
3. The findings and required mitigation measures outlined in the Full Ecological Survey Report 27/08/2018 shall be implemented prior to the commencement of development, continued throughout the phases of development (where applicable) and thereafter retained as such. Any variations that may be required as a result of findings on site are to be agreed in writing by the Department of the Environment prior to works being undertaken.
4. Prior to their first use on site, details of all external materials to be used (including any hard landscaping materials) shall be submitted to and approved in writing by the Department of the Environment. The approved materials shall be implemented in full and thereafter retained as such.
5. No part of the development hereby permitted shall be begun until a Waste Management Plan has been submitted to and approved by the Department of the Environment. Waste management shall be implemented in full accordance with the approved Waste Management Plan. Any variations shall be agreed to in writing by the Department of the Environment prior to the commencement of such work.
6. 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 retained thereafter and no visual obstruction of any



# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/0798

kind over the height of 600mm shall be erected within them.

7. 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 the development and shall not be sub-let for any other purpose.

8. No part of the development hereby approved shall be occupied until the cycle parking facilities as indicated on the approved plan have been wholly constructed in accordance with the approved plans. The facilities shall thereafter be retained solely for the use of occupants of the development and retained as such.

9. No part of the development hereby permitted shall be begun until a scheme of landscaping has been submitted to and approved in writing by the Department of the Environment. The scheme of landscaping shall provide details of the following;

- i) 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;
- ii) other landscape treatments to be carried out including any excavation works, surfacing treatments, means of enclosure, including the boundary wall to the north and west ;
- iii) 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,
- iv) A landscape management plan for the maintenance of the landscaped areas.

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

10. No part of the development hereby approved shall be occupied until all hard and soft landscape works as indicated on the approved plan have been carried out in full, unless otherwise agreed to in writing by the Department for the Environment. Following completion, the landscaping areas shall be thereafter retained as such.

11. No part of the development hereby approved shall be occupied until the proposed window(s) in the South elevation of units 3, 4 and 5 at first floor level are fitted with obscure glass and restricted in their opening mechanism to no more than 200mm. Once implemented, the obscure glazing and restricted opening mechanism shall be retained as such thereafter.

12. Notwithstanding the provisions of the Planning and Building (General Development) (Jersey) Order 2011, or any amendment to or replacement of that Order, no works involving the conversion of garages is permitted without

# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/0798

the prior written approval of the Department of the Environment.

13. No part of the development hereby approved shall be occupied until the proposed central dormer window in the North elevation of Unit 5, located at first floor level, is fitted with obscure glass and restricted in its/their opening mechanism to no more than 200mm. Once implemented, the obscure glazing and restricted opening mechanism shall be maintained as such thereafter.

### **Reason(s):**

1. In accordance with Policy WM1 of the Adopted Island Plan 2011 (Revised 2014).
2. To ensure the protection of all protected species in accordance with Policies NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
3. To ensure the protection of all protected species in accordance with Policies NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
4. 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).
5. To protect the amenities of the occupiers of neighbouring properties and the visual amenities of the surrounding area, in accordance with Policies GD1 and WM1 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. 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 the Adopted Island Plan 2011 (Revised 2014).
8. In the interests of promoting sustainable patterns of development, in accordance with Policy SP6 of the Adopted Island Plan 2011 (Revised 2014).
9. To safeguard the character and appearance of the area in accordance with Policies GD1, NE1, NE2 and GD7 of the Adopted Island Plan 2011 (Revised 2014).
10. To ensure that the benefits of the approved landscaping scheme are carried out and completed, making a positive contribution to the amenities of the site in accordance with Policies GD1, GD7, and NE1 of the Adopted Island Plan 2011 (Revised 2014).



# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/0798

11. To safeguard the amenities and privacy of the occupants of the adjoining properties in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).

12. The scheme does not include visitor parking and therefore additional controls to ensure that the development provides adequate provision for off-street parking in the interests of highway safety and the general amenities of the area, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).

13. To safeguard the amenities and privacy of the occupants of the adjoining properties in accordance with Policy GD1 of 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](http://www.gov.je/planning)

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

Location Plan

Proposed Site and Ground Floor Plan PL07B

Proposed Site and Roof Plan PL06B

Proposed Unit 1 Floor Plans and Elevations PL01

Proposed Unit 2 Floor Plans and Elevations PL02

Proposed Unit 3 Floor Plans and Elevations PL03B

Proposed Unit 4 Floor Plans and Elevations PL04B

Proposed Unit 5 Floor Plans and Elevations PL05

Proposed Site Elevations PL08 A

Landscape Plan

Initial Ecological Assessment Report

Public Art Statement

DECISION DATE:

# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/0798

The development may also require building permission, for which a separate application will need to be made. You can find out if building permission is required on our website [www.gov.je/planningbuilding](http://www.gov.je/planningbuilding)

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 you need to 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. You can find out how to do this on our website [www.gov.je/planning](http://www.gov.je/planning)



## THIRD SCHEDULE

**The Owner's Covenants with the Chief Officer**

The Owner covenants and agrees and undertakes

- 1 to pay to the Treasurer of the States prior to the commencement of the Development £6,750 in respect of the Eastern cycle route to be applied by the Minister for Infrastructure towards the development / enhancement of the Eastern Cycle Network
- 2 to construct to the standard and approval of the Minister for Infrastructure prior to the completion of the Development:
  - a. to widen the footpath at the Western side of the Site which adjoins La Grande Route des Sablons so as to form a 1.5m wide footpath and to cede (as built) such strip of land from the Site as forms the 1.5m wide footpath (as widened) to the Public and the Public shall take conveyance of the relevant property free of all charges and encumbrances by contract to be passed before the Royal Court the Owner paying the proper and reasonable costs of and incidental to the said transfer (including all and any reasonable legal and professional costs)
  - b. a bus shelter on the Western side of the Site which adjoins La Grande Route des Sablons, to the west of Unit 1's garage forming part of the Development and to cede this to the Public and the Public shall take conveyance of the relevant property free of all charges and encumbrances by contract to be passed before the Royal Court the Owner paying the proper and reasonable costs of and incidental to the said transfer (including all and any reasonable legal and professional costs)

## Fourth Schedule

## Chief Officer's Covenants

- 1 The Chief Officer 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.
- 2 The Chief Officer 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.

Signed on behalf of The Hague Developments Limited

By ..... DANIEL YOUNG, Solicitor for The Hague Developments Ltd

Signature .....



In the presence of Lisa O'Brien .....

Signature .....



this 28<sup>th</sup> day of November 2018

Signed on behalf of Cotown Properties (CI) Limited

By ..... DANIEL GUY LESUEUR

Signature .....



In the presence of Seff O'Boyle .....

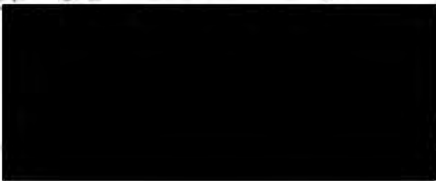
Signature.....



this 5<sup>th</sup> day of December 2018

Signed on behalf of the Chief Officer for the Environment

By Peter Le Gresley,



Signature

(DIRECTOR)

In the presence of Gary Puffey



Signature.....

this 17<sup>th</sup> day of December 2018