

In the Royal Court of Jersey

Samedi Division

In the year two thousand and eight, the twenty-eighth day of March.

Before the Judicial Greffier.

Upon the application of Her Majesty's Solicitor General, IT IS ORDERED that the Planning Obligation Agreement between Alcora (Jersey) Limited and the Minister for Planning and Environment in relation to Battrick's Boatyard, La Havre de St Aubin, St Brelade, be registered in the Public Registry of this Island.


Greffier Substitute

LOD

Reg. Pub.

L1233-877--



PLANNING OBLIGATION AGREEMENT

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

BETWEEN

ALCORA (JERSEY) LIMITED

AND

THE MINISTER FOR PLANNING AND ENVIRONMENT

of the

STATES OF JERSEY

REGARDING

Battricks Boatyard, La Havre de St Aubin, St Brelade

Law Officers' Department

Morier House

St Helier

Jersey

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1. Parties

- 1.1 Alcora (Jersey) Limited, whose registered office is Le Bureau, Le Quai, St Aubin, St Brelade, Jersey, (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); and
- 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 Battricks Boatyard, la Havre de St Aubin, St Brelade (“the Land”) (as shown on the map titled **Schedule 1** to this Agreement), is owned by the Public of the Island of Jersey (“the Freehold Owner”) to which property it has right “de temps immémorial”.
- 2.3 By contract passed before the Royal Court on 30th July 2004, the Freehold Owner has granted a lease of the Land to the Developer. The said lease is for a term of ninety-nine years, which term is due to expire on 30th June 2103.

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- 2.4 Wherefore the Developer has an interest in the Land within the meaning of paragraph (1) of Article 25 of the Law.
- 2.5 The Developer has applied to the Planning Minister for permission to develop the land (applications reference numbers P/2005/1095 and P/2005/1776).
- 2.6 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:

“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 enclosure of the first floor terrace, the enclosure of the flat roof terrace and the enclosure and extension of the ground floor terrace, the whole in accordance with the Planning Application numbers RP/2005/1095 and RP/2005/1776.

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 Owner and the Developer by this Agreement is a planning obligation for the purposes of Article 25 of the Law.
- 4.3 This Agreement is conditional upon the grant of development permission by the Planning Minister in respect of the Land and the commencement of the development.
- 4.4 If the development permission lapses, then this Agreement shall automatically lapse and be of no further force or effect.
- 4.5 Should the Developer cease to have an interest in the land, the Developer shall no longer be bound by the Obligation in this Agreement.

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5. The Obligation

- 5.1 It is acknowledged that the Developer has paid to the Planning Minister the sum of £20,000 (which the Treasurer of the States is holding in escrow pending completion and registration of this Agreement) being an agreed figure to cover the cost of providing additional car parking spaces at a suitable site or sites to be determined by the Transport and Technical Services Minister and the Developer hereby agrees to the said monies being released to the Planning Minister upon this Agreement being registered in the Royal Court as evidenced by an Act of the said Court.
- 5.2 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 5.1 above for which it has been paid or for such other purpose as shall be considered by the Planning Minister, acting reasonably, as being ancillary to providing additional car parking spaces at a suitable site or sites.
- 5.3 Provided that the said sum of money paid by the Developer to the Planning Minister pursuant to clause 5.1 of this Agreement shall be repaid in full (without interest) to the Developer in the event that the said additional car parking spaces are not provided within five years of the date of this Agreement.

6. Enforcement of the Obligation

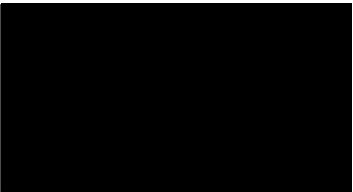

- 6.1 The Planning Minister is the planning authority with responsibility for achieving the purposes of the Law and the Planning Minister has the power to enforce this agreement against the parties to the Agreement

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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 Alcora (Jersey) Limited

by  DIRECTOR
in the presence of  Advocate C D Philpott
12/03/2008

Signed on behalf of the Minister for Planning and Environment

by  DIRECTOR OF PLANNING
in the presence of  PRINCIPAL PLANNER

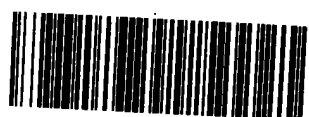
this 20 day of MARCH , 2008

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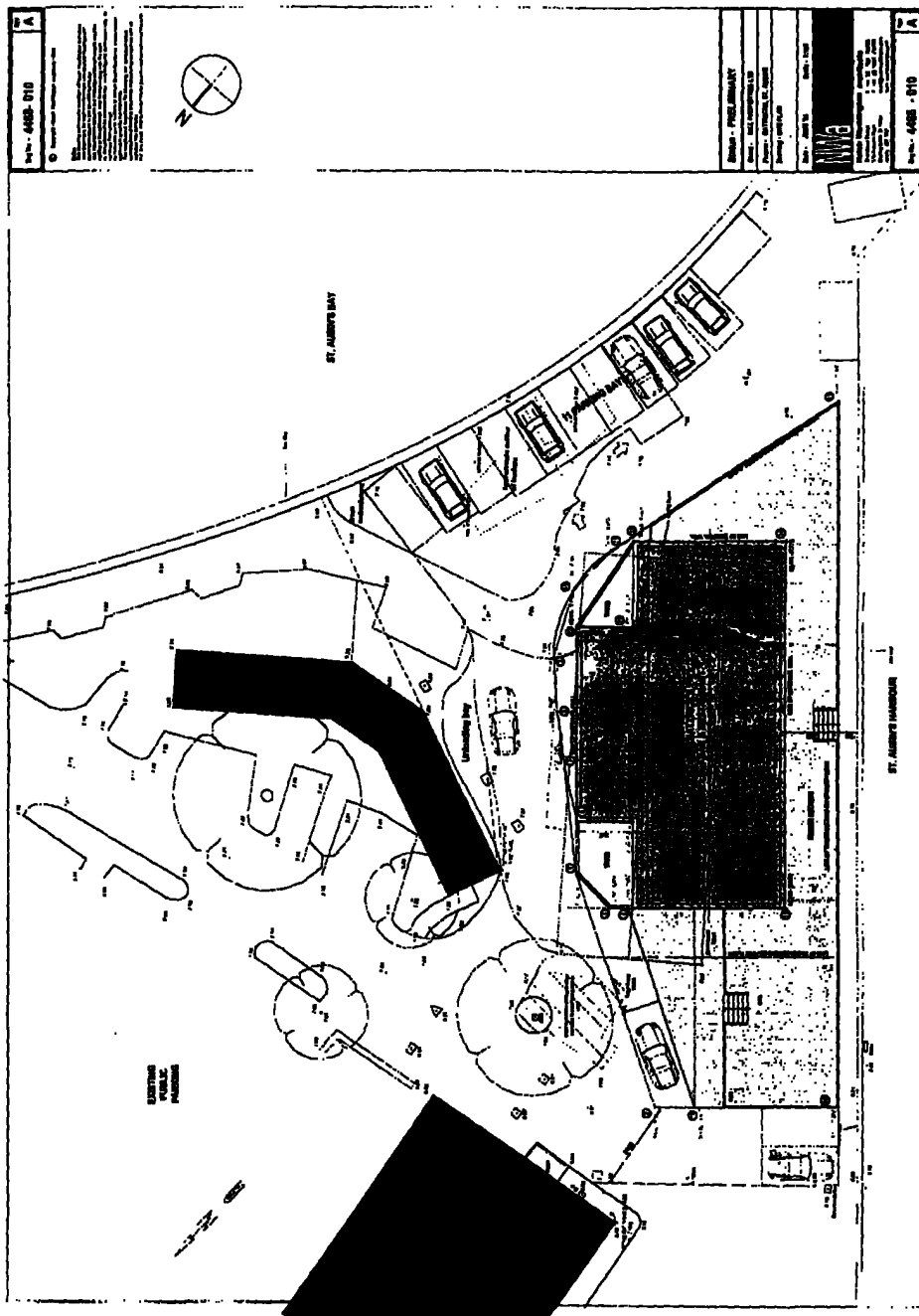
Schedule 1

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SCHEDULE 1

Plan

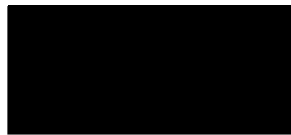


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**In the Royal Court of Jersey
(Samedi Division)**

Her Majesty's Solicitor General has the honour to request the Court to order the registration in the Public Registry of this Island of a Planning Obligation Agreement entered into between Alcora (Jersey) Limited and the Minister for Planning and Environment dated 20th March 2008, attached hereto.



**H.M. Solicitor General
27th March, 2008**

**Law Officers of the Crown
H.M. Solicitor General**

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