

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-three, the twenty first day of August.

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, La Porte Development Limited, Close Brothers Limited and Albion Lending Limited in relation to La Porte, La Rue du Pont, St Saviour, JE2 7HT, 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 La Porte, La Rue du Pont, St. Saviour, JE2 7HT

Dated 18/08

2023

The Chief Officer for the Environment (1)

La Porte Development Limited (2)

Close Brothers Limited (3)

Albion Lending Limited (4)

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**OPERATIVE PART****1 DEFINITIONS**

For the purposes of this Agreement the following expressions shall have the following meanings:

"Agreement"	this agreement including the recitals and schedules hereto;
"Application"	the application for planning permission in respect of the Site and described as "Removal of scaffolding yard. Change of use from Class E dry storage to create 1 No. 2 bed and 2 No. 3 bed units to the north of the site. Change of use from Class C offices to 2 No. 3 bed units. Refurbish and alter existing residential units to form 1 No. 2 bed, 2 No. 3 beds and 1 No. 4 bed units to south of site with associated garaging. Various minor landscaping. Alter vehicular access onto La Rue du Pont." and given the reference <u>P/2022/1488</u> ;
"Chief Officer"	the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States responsible for planning and building in accordance with Article 1 of the Law;
"Commencement"	the date on which any material operation (as defined in Article 5(7) of the Law) forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out to exclude, for the avoidance of doubt, any investigation of the Site, any clearance of the Site, removal of any asbestos from the Site and any demolition on the Site and "Commence" and "Commenced" shall be construed

	accordingly;
"Development"	the development of the Site as set out in the Planning Permit;
"GST"	goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
"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 the Barclays Bank Plc from time to time;
"Island Plan 2022-2025"	the States of Jersey Island Plan, 2022 (as amended from time to time);
"Law"	the Planning and Building (Jersey) Law 2002;
"Occupation", "Occupy" and "Occupied"	means occupation for the purposes permitted by the Planning Permit 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 Permit"	the planning permission for the Development granted by the Chief Officer pursuant to the Application, a copy of which is attached at the Second Schedule and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time;

"Royal Court"	the Royal Court of the Island of Jersey;
"Site"	the site comprising the property known as La Porte, La Rue du Pont, St. Saviour, JE2 7HT, the whole as shown edged red for the purposes of identification on the plan forming the First Schedule;
"Transport Contribution"	a financial contribution of eighteen thousand and twenty one pounds ninety-four pence (£18,021.94) towards both an off-site cycling network improvements and the provision of a bus stop in close proximity to the application site.

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 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 is conditional upon:

- (i) the grant of the Planning Permit; and
- (ii) the Commencement of Development,

save for any relevant provision which shall come into effect immediately upon the date on which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

5 OWNER'S COVENANTS

The Owner covenants and agrees with the Chief Officer as set out in the Third Schedule. This Agreement shall be enforceable against any successor in title to the Owner and accordingly following disposal of the Site to the Developer, this Agreement shall be enforceable against the Developer and any person claiming or deriving title through or under the Developer to the Site (or any part or parts thereof).

6 CHIEF OFFICER COVENANTS

The Chief Officer jointly and severally covenants with the Owner and the Developer as set out in the Fourth Schedule.

7. 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.

8 MISCELLANEOUS

- 8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Chief Officer 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 Chief Officer by the Head of Development and Land and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Head of Development and Land PO Box 228, St Helier Jersey JE4 9SS or as otherwise notified for the purpose by notice in writing.
- 8.2 Any notices served 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.
- 8.3 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.

- 8.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, 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.
- 8.5 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.
- 8.6 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.
- 8.7 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 and/or the Developer in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 8.8 Nothing contained in this Agreement shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 8.9 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 in this Agreement.
- 8.10 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained in this Agreement.
- 8.11 All communications and notices served or made under this Agreement shall be in writing.

9 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 from acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

The Owner agrees with the Chief Officer to give the Chief Officer written notice (as soon as reasonably practical following such change) of any change in ownership of its interest in the Site occurring before all the obligations under

this Agreement have been discharged but this obligation shall not extend to the disposal to the Developer and any disposal of any individual Dwelling Units to a purchaser for his own, his family or his tenant's Occupation.

11 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.

12 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.

13 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.

14 GOODS AND SERVICES TAX

14.1 All *cause* given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.

14.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that GST had not previously been charged in respect of that supply the person making the supply shall have the right to issue a GST invoice to the person to whom the supply was made and the GST shall be paid accordingly.

15 LENDERS CONSENT

15.1 Close 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 Close over the Site shall take effect subject to this Agreement PROVIDED THAT Close 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.

15.2 Albion 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 Albion over the Site shall take effect subject to this Agreement PROVIDED THAT Albion shall otherwise have no liability under this Agreement unless it takes possession of

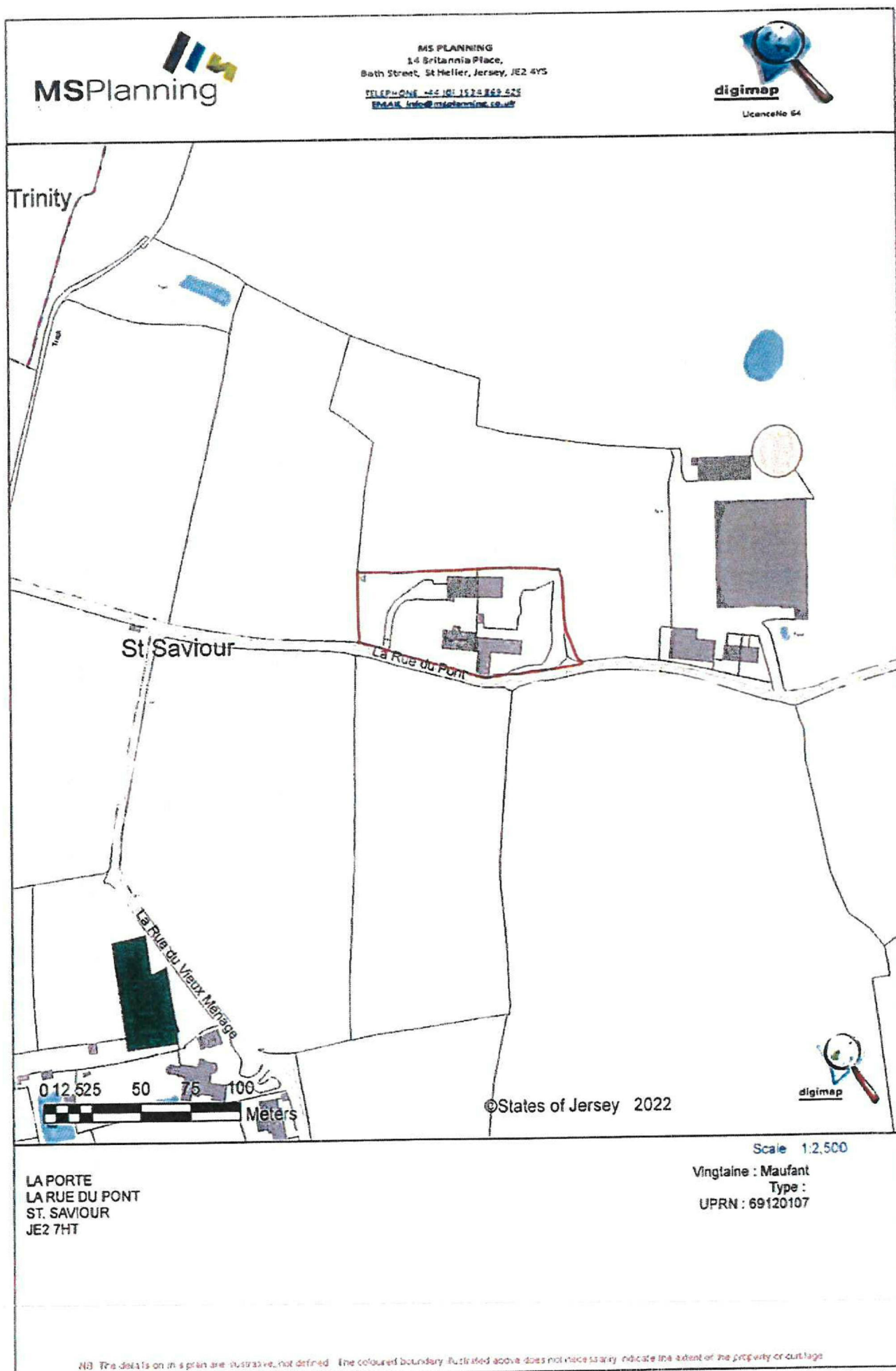
the Site in which case it too will be bound by the obligations as a person deriving title from the Owner.

16 JURISDICTION

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

FIRST SCHEDULE

The Site



SECOND SCHEDULE

The Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/1488

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:

Removal of scaffolding yard. Change of use from Class E dry storage to create 1 No. 2 bed and 2 No. 3 bed units to the north of the site. Change of use from Class C offices to 2 No. 3 bed units. Refurbish and alter existing residential units to form 1 No. 2 bed, 2 No. 3 beds and 1 No. 4 bed units to south of site with associated garaging. Various minor landscaping. Alter vehicular access onto La Rue du Pont. AMENDED PLANS

To be carried out at:

La Porte, La Rue du Pont, St. Saviour, JE2 7HT.

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.

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.

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Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/1488

Condition(s):

1. No dwellings within the scheme shall be occupied until the cycle parking, and associated facilities as set out on the approved plans, including electric charging facilities, have been installed and are available for use by residents, and occupiers of the commercial unit including visitors, and such shall be kept permanently available for use by occupiers of the dwellings and commercial unit hereby approved.
2. No part of the development hereby approved shall be occupied until electric car charging facilities have been wholly installed in accordance with detailed that have been approved by the Chief Officer. The facilities shall thereafter be retained solely for the use of occupants of the development.
3. Prior to their first use on site, samples of all external materials, including details of the colours for external renders that are to be used (including any hard landscaping materials) shall be submitted to and approved in writing by the Chief Officer. The approved materials/colours shall be implemented in full and thereafter retained as such in perpetuity.
4. Prior to the commencement of the development hereby approved, details of all means of externally mounted illumination, including design and external appearance of structures housing/mounting the means of illumination, and type and strength of illumination, shall be submitted to and approved in writing by the Chief Officer. The external illumination of the development shall only be carried out in accordance with such details as may be approved, and thereafter be retained as such.
5. Prior to the commencement of the development, details shall be submitted to and approved in writing to demonstrate that the proposed development would reduce energy consumption by 20% as measured against the target energy rate pursuant to the Jersey Building Bye-laws, to be demonstrated using the existing Jersey Standard Assessment Procedure (JSAP) calculator, or Simplified Building Energy Model (SBEM) tool. The development shall be carried out in accordance with such details as may be approved, and thereafter permanently retained as such.
6. Unless with the prior written consent of the Chief Officer, no demolition or construction work, including the operation of mobile plant and machinery, in connection with this permission shall take place except between the hours of:
 - "" 8.00am to 6.00pm Monday to Friday and
 - "" 8.00am to 1.00pm Saturday
 - "" There shall be no working on Sundays or Bank/Public Holidays.
7. Prior to the first use of any residential dwelling hereby approved, a scheme for the delivery of the Percentage for Art contribution shall be submitted to and approved in writing by the Chief Officer. The development shall only be carried out in accordance with the details as may be agreed, and the agreed art work shall be implemented prior to the occupation of any dwelling on the site,

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/1488

and thereafter permanently retained.

8. Prior to the commencement of any work or building operations the measures outlined in the Species Protection and Enhancement Plan (ref. NE/ES/LP.03, 17th October 2022) shall be implemented and thereafter permanently retained as such.

9. Prior to commencement of the development of any phase, a detailed scheme of landscaping shall be submitted to and approved in writing by the Chief Officer. The scheme of landscaping shall provide details of the following: i) all existing landscaping features to be retained 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 and details of their role within the scheme of landscaping where they are specifically designed to negate the impact of development on the residential amenity of neighbouring residential properties; iii) other landscape treatments to be carried out to include any excavation works, surfacing treatments or means of enclosure; iv) 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. Prior to first occupation of the development, the approved landscape scheme shall be implemented in full and shall thereafter be retained and maintained as such.

10. 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.

11. No tree felling, hedgerow removal or shrub clearance works shall take place between 1st March and 30th September inclusive in any calendar year, unless an inspection of the site of the works for active birds' nests or dens or roosts of other protected wildlife has been undertaken by a competent person and written confirmation has been submitted to the Chief Officer confirming that no protected wildlife, nests, dens or roosts will be disturbed, harmed or damaged and that there are appropriate measures in place to protect nesting or roosting interest on the site. The inspection shall be undertaken no later than 10 days before the commencement of the works to the trees, hedgerows or shrubs and the works shall not commence unless the written confirmation and protection measures have been approved in writing by the Chief Officer. The works shall then be carried out in accordance with the approved details.

Reason(s):

1. In order to ensure that there is sufficient provision for and encouragement of the use of alternatives to the private motor vehicle, to comply with policies TT1 and TT2 of the Bridging Island Plan 2022.

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Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/1488

2. In order to ensure that there is sufficient provision for and encouragement of the use of alternatives to the private motor vehicle, to comply with policies TT1 and TT2 of the Bridging Island Plan 2022.
3. In the interests of visual amenity, and to comply with policy GD6 and HE1 of the Bridging Island Plan 2022.
4. In the interests of visual and residential amenity, and to comply with policy GD1, GD6 and HE1 of the Bridging Island Plan 2022.
5. In the interests of the delivery of energy efficient development, and to comply with policy ME1 of the Bridging Island Plan 2022.
6. To safeguard residential amenity, and to comply with policy GD1 of the Bridging Island Plan 2022.
7. To enhance the public realm and to ensure compliance with policy GD10 of the Adopted Bridging Island Plan 2022.
8. To safeguard wildlife habitats, and to comply with policy NE1 of the Bridging Island Plan 2022.
9. In the interests of visual amenity, and to comply with policy GD6 and HE1 of the Bridging Island Plan 2022.
10. To maximise opportunities for recycling and to comply with policy WER1 of the Adopted Bridging Island Plan 2022.
11. In the interests of the amenity of the area, to ensure the protection of wildlife, support of habitat and securing of opportunities for the enhancement of the conservation value of the site in accordance with the requirements of policies SP4, SP5, NE1, NE2 and NE3 of the Adopted Bridging Island Plan 2022.

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:

MSP-3097-

- PL09 B Proposed Site Plan
- PL10 A Proposed GF - Main Dwelling
- PL11 A Proposed 1F - Main Dwelling
- PL12 A Proposed 2F - Main Dwelling

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Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/1488

- PL13 A Proposed Plans - Workshop Conversion / Garages / Bin Stores
- PL14 A Proposed Elevations - Main Dwelling
- PL15 A Proposed Elevations - Workshop Conversion
- PL16 Proposed sections
- PL17 A Existing and proposed contextual elevations
- PL18 A Proposed eco hub and bin storage
- PL19 A Proposed elevation - kitchen
- PL20 Proposed sash window details
- PL21 Proposed casement windows
- PL22 Dormer windows
- PL23 A Proposed rooflight detail
- PL24 Proposed door detail sheet 1 of 4
- PL25 Proposed door detail sheet 2 of 4
- PL26 Proposed door detail sheet 3 of 4
- PL27 Proposed door detail sheet 4 of 4
- PL28 A Proposed juliet balcony detail
- PL30 Roof and wall insulation
- PL31 Proposed internal wall and floor detail
- PL32 Proposed Brick Facade Details

DECISION DATE: TBC

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

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

APPROVED

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

The Owner covenants, agrees and undertakes:

COMMENCEMENT

- 1 Not to Commence the Development until the Owner has given to the Chief Officer seven (7) days' notice in writing of its intention so to do.

CONTRIBUTIONS

- 2 To pay the Transport Contribution to the Treasurer of the States not more than 28 days prior to the Commencement of the Development.
- 3 Not to Commence the Development until such time as Transport Contribution has been paid to the Treasurer of the States.

FOURTH SCHEDULE
Chief Officer's covenants

1. The Chief Officer hereby covenants with the Owner and/or the Developer (as applicable) to use all sums received by the Treasurer of the States from the Owner and/or the Developer 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 and/or the Developer (as applicable) that he will procure or arrange that the Treasurer of the States will pay to the Owner and/or the Developer such amount of any payment made by the Owner and/or the Developer 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 Chief Officer

Signed remotely, having taken steps to satisfy myself that the agreement has been executed by all of the relevant parties.

in the presence of Christopher E. Tom

this 18th day of August 2023

Signed on behalf of La Porte Development Limited

by ANDREW FRIGOT

in the presence of

this 3rd day of July 2023

Signed on behalf of Close Brothers Limited

by

in the presence of

this day of 2023

Signed on behalf of Albion Lending Limited

by

in the presence of

this day of 2023

Signed on behalf of the Chief Officer

by

Signed remotely, having taken steps to satisfy myself that the agreement has been executed by all of the relevant parties.

in the presence of

this day of 2023

Signed on behalf of La Porte Development Limited

by

in the presence of

this day of 2023

Signed on behalf of Close Brothers Limited

by

in the presence of

this day of 2023

Signed on behalf of Albion Lending Limited

by ... *CARL CORBELL*

in the presence of *ALAN DUHN*

this 11 day of *July* 2023

Signed on behalf of the Chief Officer

by

Signed remotely, having taken steps to satisfy myself that the agreement has been executed by all of the relevant parties.

in the presence of

this day of 2023

Signed on behalf of La Porte Development Limited

by

in the presence of

this day of 2023

Signed on behalf of Close Brothers Limited

by Advocate C D Philpott

in the presence of SHARON HALLET SHARON HALLET

this 11th day of JULY 2023

Signed on behalf of Albion Lending Limited

by

in the presence of

this day of 2023