

In the Royal Court of Jersey

Samedi Division

In the year two thousand and fourteen, the third day of March.

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 and Trump Holdings Limited in relation to the development of 12-18 Hilgrove Street/8-12 Halkett Street, St Helier, be registered in the Public Registry of this Island.


Greffier Substitute

LOD

Reg. Pub.

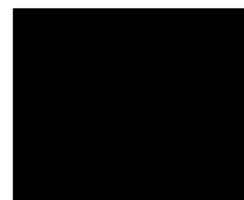


Planning Obligation Agreement under Article 25 of the Planning and Building (Jersey) Law 2002

relating to the development of 12-18 Hilgrove Street
and 8-12 Halkett Street, St Helier, Jersey, JE2 4WJ

The Minister for Planning & Environment (1)

Trump Holdings Limited (2)





DATED THIS 25TH DAY OF FEBRUARY 2014

PARTIES

1. The Minister for Planning & Environment, of States Offices, South Hill, St. Helier, JERSEY, JE2 4US ("the Minister"); and
2. Trump Holdings Limited whose registered office is 21 Marina Court, Esplanade, St Helier, JERSEY, JE2 3WB ("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 has submitted to the Minister Planning Application Number: P/2013/0734.
3. The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site by virtue of those matters referred to in the First Schedule.
4. The Owner has offered to be subject to the planning obligations contained within this agreement, insofar as they relate to the Owner, such that upon commencing development of the Site in accordance with the terms of the Application, the Owner shall carry out the Owner's obligations hereunder, save where the contrary is specifically stated.
5. Having regard to the purposes of the Law, the Island Plan 2011 and all other material considerations the Minister is minded to approve the Application to secure the matters hereinafter referred, without which the Minister would not be so minded and which the Owner has agreed to do upon the terms set out herein.
6. The Owner acknowledges that this Agreement is legally binding.
7. The parties have agreed to enter into this Agreement in order to secure the planning obligations contained in 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 of development" the date on which any operation forming part of the development under the Application begins to be carried out. For the avoidance of doubt the term 'development' shall be accorded the meaning defined in Article 5 of the Planning and Building (Jersey) Law 2002.

"the Development" the development of the Site pursuant to and in accordance with the Permit or any variation or amendment thereof.

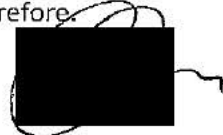
"GST" the goods and services tax under the Goods and Services Tax (Jersey) Law 2007.

"the Law" the Planning and Building (Jersey) Law 2002.

"the Application" the application for planning permission submitted to the Minister allocated reference number P/2013/0734.

"the Proposed Development" the proposed development of the Site (subject to any amendments made by the Owner and accepted or required by the Minister) in accordance with the Application.

"the Planning Permit" the planning permission subject to conditions to be granted by the Minister pursuant to the Application and any variations or amendments thereto or substitutions therefore.





“Occupation” and “Occupied”

occupation for the purposes permitted by the Planning Permits but not including occupation by personnel engaged in construction, fitting out or decoration unless agreed in writing by the Minister.

“the Site”

the land against which this Agreement may be enforced as shown by a thick black line on the Plan and being that land situate at 12-18 Hilgrove Street, 8-12 Halkett Street, St Helier in the Island of Jersey.

“the Plan”

the plan or plans attached to this Agreement.

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 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 being registered in the Royal Court as evidenced by an Act of the said Court;

4.2 the grant of the Planning Permit; and

4.3 the commencement by the Owner of the proposed development of the Site in accordance with the terms of the Application;

save for the provisions of Clauses 7.1 and 14 (legal costs clause and jurisdiction clause) which shall come into effect immediately upon completion of this Agreement and the obligation of the Owner to make the financial contribution stipulated under Schedule 3, which shall be made within 7 days of the completion of this Agreement.

5. THE OWNER'S COVENANTS

The Owner covenants and agrees with the Minister 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. THE MINISTER'S COVENANTS

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

7. PUBLIC REGISTRY OF DOCUMENTS

7.1 The Minister shall, as soon as practicable following the acceptance of this Agreement by the Owner and the Minister, apply to the Royal Court for an order that this Agreement be registered in the Public Registry of Contracts.

7.2 The Minister agrees if so requested by the Owner upon the full discharge by the Owner of an obligation under this Agreement formally to acknowledge such discharge and to register in the Public Registry of Contracts evidence of such full discharge the whole without prejudice to all and any continuing obligations of the Owner at that time still undischarged.

8. MISCELLANEOUS

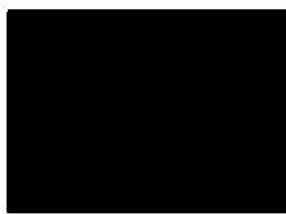
8.1 The Owner shall pay to the Minister on completion of this Agreement the reasonable legal costs of the Minister incurred in the negotiation, preparation and completion of this Agreement.

8.2 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 of Planning and Building Services 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.

8.3 Any notices on the Owner shall be deemed to have been properly served if sent by recorded delivery to and addressed to it at the address of the Owner's registered office as set out above or as otherwise notified for the purpose by notice in writing.



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- 8.4 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.
- 8.5 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if either or both of the Planning Permits 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 Implementation.
- 8.6 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 Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.7 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) before and/or after the date of this Agreement.
- 8.8 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.
- 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 Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.
- 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 herein.
- 8.11 All communications and notices served or made under this Agreement shall be in writing.
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9. 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 for acting upon any subsequent breach or default.

10. CHANGE IN OWNERSHIP

The Owner agrees with the Minister to give the Minister 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 purchased by reference to a plan.

11. GST

Any sum under this Agreement shall be exclusive of any GST properly payable.

12. MINISTER'S ADDITIONAL DEFAULT POWERS

In the event that the Owner neglects, omits, refuses or otherwise fails to fulfil any of the obligations hereof:

12.1 the Minister shall (without prejudice to his powers under Article 25(10) of the Law) be authorised to enter the Site and carry out, or cause to be carried out, such works as he considers to be reasonably required in the circumstances, and in any event the Minister shall not carry out, or cause to be carried out, any works not required by the application, and the Owner shall allow the Minister, his employees or agents, access to the Site for such purpose with or without men, plant, vehicles and machinery and shall provide all such assistance as may be reasonably required by the Minister in connection therewith; and

12.2 the Minister shall be entitled to recover from the Owner all of the reasonable costs, fees and other expenses incurred by the Minister incidental to any works undertaken or any action undertaken by the Minister pursuant to this Clause 12.

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13. JURISDICTION

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



**FIRST SCHEDULE****(Description of the Owner's Site)**

The Owner has an interest in the Site being the owner in perpetuity (*à fin d'héritage*) as follows of:

- (i) 8 and 10 Halkett Street and 16 Hilgrove Street to which Trump has right by contract of hereditary purchase dated 26th February 1982 from "Milletts of Jersey Limited".
- (ii) 12 Halkett Street to which Trump has right by contract of hereditary purchase dated 14th April 2000 from the Public of this Island.
- (iii) 12 Hilgrove Street to which Trump has right by contract of hereditary purchase dated 26th March 2004 from Helen Elizabeth Robinson, née Dreux, wife of Henry Robinson; and
- (iv) 14 Hilgrove Street; to which Trump has right by contract of hereditary purchase dated 26th March 2004 from Michael Anthony Dreux.



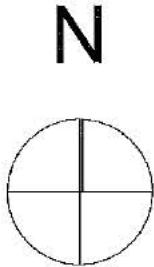
Do not scale from this drawing.

The accuracy and dimensions scaled from these drawing are not guaranteed. Written dimensions only are to be used.

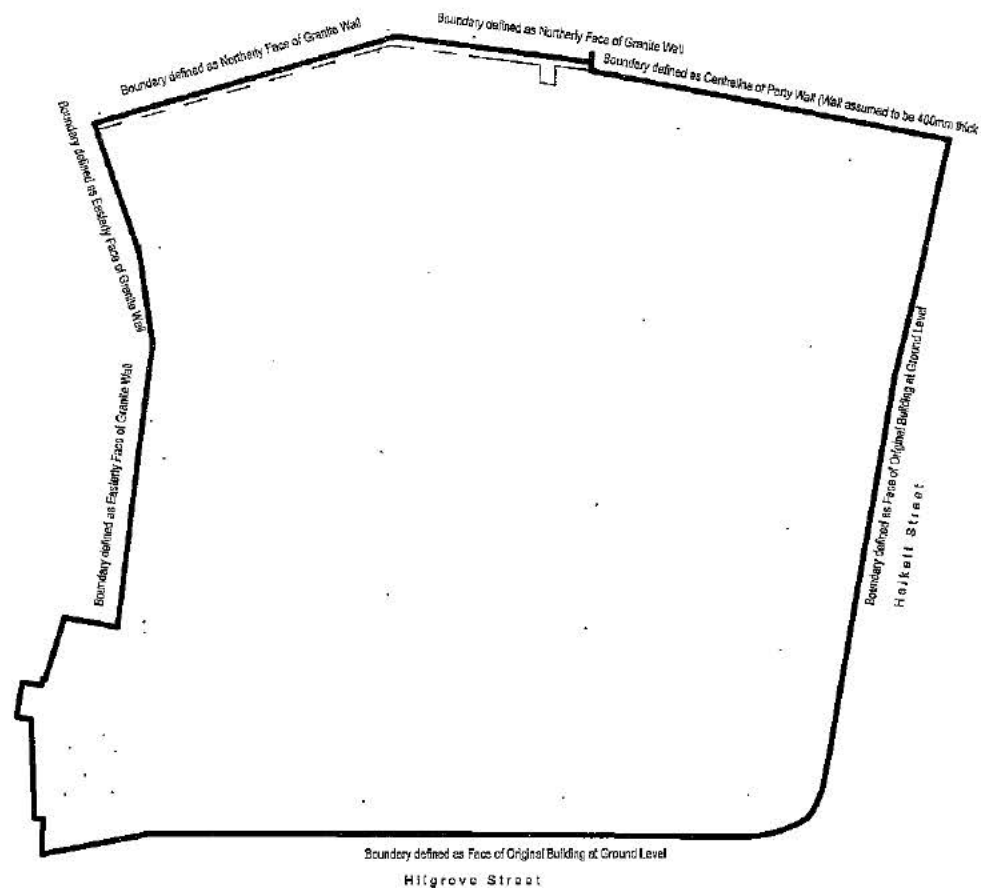
All dimensions are to be verified on site by the main contractor before the commencement of any shop drawings or work whatsoever, either on his own behalf or that of sub-contractors and suppliers.

This drawing must be read in conjunction with all related Architects', Engineers' & Consultants drawings, specifications and other relevant information.

Report all discrepancies to the Architect immediately. This drawing remains the copyright of TS Associates Ltd. Copying and/or distribution of this drawing in part or in whole is not permitted without prior approval.



TS Associates <small>White Barns la Route des Landes St Ouen Jersey JE9 2AA Tel. 01534 451243 • E-mail. info@tsjersey.com • Web. tsjersey.com</small>	Client	Project	Title	Scale	Dwg. No.	Rev.	Date	Description
	Mr J Manley	Hilgrove/Halkett Street	Location Plan	1:2500@A4	1007/01			
				Status Planning				



12-18 Hilgrove St, 8-12 Halkett St, St Helier
Planning Obligation Agreement-Site Boundary

**SECOND SCHEDULE****(Planning Permits)**

Department of the Environment
Planning and Building Services
South Hill
St Helier, Jersey, JE2 4US
Tel: +44 (0)1534 445508
Fax: +44 (0)1534 445528

States
of Jersey

Planning Application Number P/2013/0734

Decision Notice

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. In accordance with Article 24(i) of the Law the grant of this permission enures (except insofar as the permission otherwise provides) 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.

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 & Environment, having considered your application hereby **GRANTS PERMISSION TO DEVELOP LAND¹** under Article 19 of the Planning and Building (Jersey) Law 2002.

Demolish facades of 12 and 14 Hilgrove Street. Construct new three storey retail unit and 1 No. 1 bedroom flat.

To be carried out at:

12-18 Hilgrove Street, 8-12 Halkett Street, St. Helier, JE2 4WJ.

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.

REASONS FOR APPROVAL

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.

It is considered that the grant of permission as a suitable exception

Chief Executive Officer: Andrew Scate BA (Hons), Dip TP, MRTPI

APPROVED



Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/0734

Policies GD1, SP4 and HE1 of the Jersey Island Plan 2011 is justified in this instance having regard to all the circumstances of the case. In particular the comprehensive nature of the application in the context of a complex planning history whereby significant elements of the heritage assets have already been lost, and the exceptionally high quality design of the replacement in the context of the established street scene.

Subject to compliance with the following conditions and approved plan(s):

Standard Condition

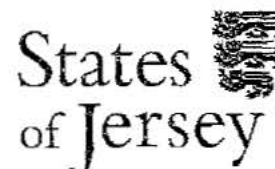
- A. If the development hereby permitted has not commenced within five years of the decision date, this permission shall cease to be valid.

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

Condition(s):

1. Prior to the commencement of development full details (including samples) of the external materials (including timber windows, canopies, mouldings, lanterns, rainwater goods, roof elevations and any further aspects of the shopfronts) shall be submitted to and approved in writing by the Minister for Planning and Environment, to be thereafter implemented in full prior to first occupation and maintained in perpetuity.
2. Prior to the commencement of any work on site the applicant shall submit details of all proposed plant and equipment proposed to service the development including the proposed locations. Any externally audible equipment e.g. condenser units or other plant must comply with NR35 night time and NR45 daytime measured 1 metre from the façade of any habitable accommodation.
3. The flat as indicated on the second floor shall only be accommodation for a full time manager or other full time member of staff employed in the retail unit hereby approved.

APPROVED



Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/0734

4. All servicing of the retail unit hereby approved shall only be between 6am - 10am daily.
5. Prior to the commencement of development, details shall be submitted to and approved by the Minister for Planning and Environment, to provide a Construction Environmental Management Plan to be thereafter implemented and maintained until completion of the development. The Construction Environmental Management Plan shall include:
 - A. A demonstration of compliance with best practice in relation to noise and vibration control, and control of dust and emissions;
 - B. Details of a publicised complaints procedure, including office hours and out-of-hours contact numbers;
 - C. Specified hours of working.
6. Prior to the commencement of development, full Building Recording of the structure to be removed shall be undertaken, to a Brief to be first submitted to and approved in writing by the Minister for Planning and Environment, to include for the up-dating of the Standing Building Survey / Report as submitted in relation to P/2006/2367 to include final images and the building facades.
7. Prior to the commencement of development, an archaeological assessment of the whole site shall be undertaken, to a Brief to be first submitted to and approved in writing by the Minister for Planning and Environment.

Reason(s):

1. In the interests of delivering a high quality design in accordance with Policies SP7 and GD7 of the Jersey Island Plan 2011.
2. To protect the existing and proposed residential amenity in accordance with Policy GD1 of the Jersey Island Plan 2011.
3. For the avoidance of doubt and in the interests of residential amenity to ensure compliance with Policy H9 of the Jersey Island Plan 2011.
4. In the interests of the amenity of the area and to ensure adequate service infrastructure in accordance with Policy GD1 of the Jersey Island Plan 2011.

APPROVED



Decision Notice

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2013/0734

5. In the interests of protecting the amenities of the area generally and to accord with of Policy GD1 of the Jersey Island Plan 2011.
6. To accord with Policy HE1 and HE5 of the Jersey Island Plan 2011.
7. To accord with Policy HE1 and HE5 of the Jersey Island Plan 2011.

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.

Location Plan

Existing Site Plan & Photos 102

Proposed Floor Plans 103

Proposed Elevations & Sections 104

Proposed Street Elevations 105

Proposed Visuals 106

Proposed Shopfront & Window Details 107

If written representations were made on this application this permission shall not have effect for a period of 28 days from the date of this notice, in order to allow for the lodging of any 'third party' appeal against the decision under Article 114 of the Law of the Planning and Building (Jersey) Law 2002.

If during this period a person appeals in accordance with Article 114 of the Law, the decision shall not have effect until either the appeal is withdrawn or is determined. When any such appeal is determined the decision shall have effect, if at all, in accordance with that determination.

Signed for Director

APPROVED

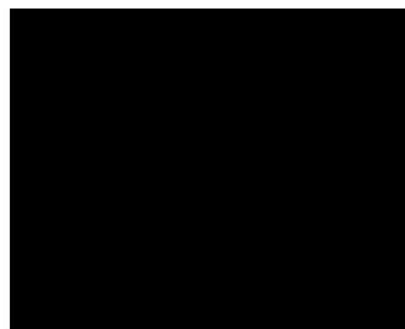


THIRD SCHEDULE

(The Owner's Covenants with the Minister)

The Owner covenants and agrees and undertakes:

1. That it will make a financial contribution of £30,000.00 (Thirty Thousand Pounds) to works for the replacement of certain signposts known as the "Centre Ville Signs" in the town of St Helier, the replacement of which is to be undertaken in due course by the Parish of St Helier. Notwithstanding that this obligation is one which is undertaken to the Minister, an acknowledgement by the Parish of St Helier of the sum of £30,000.00 (Thirty Thousand Pounds) and their undertaking to use such sum for the stated purpose shall be sufficient to discharge it.
2. That the financial contribution of £30,000.00 (Thirty Thousand Pounds) will be paid, by cheque addressed to 'The Treasurer of the States of Jersey', by close of business seven days from the date of this Agreement.
3. To give not less than 7 days written notice to the Minister of the Owner's intention to commence the Development.
4. Save for the Owner's obligations under clause 2 of the Third Schedule, above, none of the obligations or agreements entered into by the Owner pursuant to the terms of this Agreement shall have effect or be enforceable unless and until such time as the Owner commences the Development.



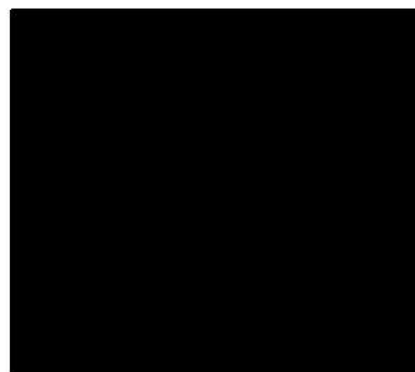


FOURTH SCHEDULE

(The Minister's Covenants with the Owner)

The Minister covenants and agrees and undertakes:

1. That, upon the full discharge by the Owner of an obligation under this Agreement, and upon receipt of a formal request from the Owner, formally to acknowledge such discharge to the Owner in writing and to register in the Public Registry of Contracts evidence of such full discharge the whole without prejudice to all and any continuing obligations of the Owner at that time still undischarged.
2. To repay to the Owner the financial contribution of £30,000.00 (Thirty Thousand Pounds) or such part thereof (if any) which remains unexpended by the Parish of St Helier at the conclusion of five years from the date of the commencement of the Development.



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Signed on behalf of the Owner

by

[REDACTED]

in the presence of

Advocate David Sewell

[REDACTED]

This 25th day of February 2014

Signed on behalf of the Minister for Planning and Environment

by

[REDACTED]

PETER LE GREY

In the presence

[REDACTED]

JOHN NICHOLSON

This 3rd day of MARCH 2014

[REDACTED]