

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-three, the fourth day of January.

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, Firtree Investments Limited and The Royal Bank of Scotland International Limited in relation to Green Court, Green 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 (as amended)**

relating to the development of Green Court, Green Street, St Helier, JE2 4UG

Dated:

4th January

2023

The Chief Officer for the Environment (1)

Firtree Investments Limited (2)

The Royal Bank of Scotland International Limited (3)

DATE

4th January

2023

PARTIES

- (1) The Chief Officer for the Environment of PO Box 55, La Motte Street, St Helier, Jersey JE4 SPE ("**the Chief Officer**");
- (2) Firtree Investments Limited (Co Reg 6593), whose registered office is situate at 2nd Floor, Commercial House, Commercial Street, St. Helier, JE2 3RU, Jersey ("**the Owner**")
- (3) The Royal Bank of Scotland International Limited of Royal Bank House 71 Bath Street St Helier Jersey JE4 8PJ ("**the Lender**")

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) as to the Site.
- 2 The Lender has an interest in the Site by virtue of judicial hypothecs (*hypothèque judiciaires*) registered in the Public Registry on 19 February 2021 and 16 April 2021.
- 3 An application (accorded the reference P/2021/1297) for planning permission for the Development has been submitted to the Chief Officer.
- 4 Pursuant to Article 9(5)(b) of the Law, the Chief Officer referred the Application to the Planning Committee for determination by that Committee.
- 5 Having regard to the purposes of the Law, the Island Plan 2022 and all other material considerations the Planning Committee at its meeting on 17 November 2021 resolved to approve the grant of planning permission for the Development subject to the prior completion of this Agreement.
- 6 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 7 The parties acknowledge that this Agreement is legally binding.
- 8 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:

"Agreement"		this agreement including the recitals and schedules hereto;
"Application"		the application for planning permission in respect of the Site and described as "Construct 2 no. 3 bed and 1 no. 4 bed dwellings and a block of 1 no. 1 bed and 5 no. 2 bed residential units to West of Greencourt with associated parking and landscape. 3D Model available. AMENDED DESCRIPTION. Design changes to elevations. Site plan and 3D Views. Submission of additional supporting documents. AUGUST 2022 - NEW PROPOSAL SUBMITTED: Restore and refurbish existing Listed Building. Construct a 4-storey apartment block in northeastern part of the site, to contain 7 no. 2-bedroom units, 2 no. 1-bedroom units, and a roof terrace. Construct a pair of 2-storey semi-detached 3-bedroom houses in southern part of the site. Form parking courtyard between the new buildings with two car ports. Form new vehicle access to the north from adjacent property. Associated landscaping scheme, to include the retention of some existing trees and planting. 3D model updated." and given the reference P/2021/1297;
"Chief Officer"		the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States of Jersey responsible for planning and building in accordance with Article 1 of the Law;
"Commencement"		the date on 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, and "Commence" and "Commenced" shall be construed accordingly;

"Development"		the development of the Site as set out in the Application;
'Dwelling Unit'		a residential unit forming part of the Development to be constructed pursuant to the Planning Permit;
"GST"		goods and services tax or GST under the Goods and Services Tax (Jersey) Law 2007;
"Index"		the all items Retail Prices Index for Jersey as issued from time to time by the Statistics Unit to the States of Jersey;
"Island Plan 2022"		the States of Jersey Island Plan, 2022 (as adopted on 25 th March 2022 and as may be amended from time to time);
"Index-Linked"		where any sum or contribution is expressed to be "Index-Linked" then that sum or contribution shall be adjusted in accordance with the provisions of clause 10 prior to payment;
"Interest"		interest at three per cent (3%) above the base lending rate of the HSBC Bank Plc from time to time;
"Law"		the Planning and Building (Jersey) Law 2002;
"Listed Building"		The registered building or place known as Greencourt and registered as a site of special interest under the Law with reference HE1026;
"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;
"Public Walking and Cycling Infrastructure Improvement Contribution"		a financial contribution [REDACTED] [REDACTED] towards the provision and enhancement of public walking and cycling infrastructure;
"Plan"		the plan of the Site annexed to this Agreement as part of the First Schedule;
"Planning Permit"		the planning permission for the Development, a copy of which is attached at the Second Schedule, and references to the Planning Permit include where the context permits any variations and amendments to the said planning permission from time to time;
"Royal Court"		the Royal Court of the Island of Jersey;
"Site"		Green Court, Green Street, St Helier, JE2 4UG as shown hatched black on the Plan and described in the First Schedule upon which the Development is to be carried out;

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 and shall come into effect upon the grant of the Planning Permit.

5 OWNER'S COVENANTS

The Owner covenants and agrees with the Chief Officer as set out in the Third 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 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 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 Director - Development Control of Planning and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control of Planning at Planning and Building Services, PO Box 55, La Motte Street, St Helier, Jersey JE4 8PE or as otherwise notified for the purpose by notice in writing.
- 7.2 Any notices to be 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.
- 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, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process of Article 10 of the Law) by any statutory procedure or expires prior to Commencement.
- 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 of the Island of Jersey (in its public 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 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 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.

9 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 any of their interest 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.

10 INDEXATION

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from the date on which this Agreement is registered in the Public Registry of Contracts until 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 (7) 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 GOODS AND SERVICES TAX

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

13.2 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.

14 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.

15 JURISDICTION

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

FIRST SCHEDULE

Details of the Owner's Title and description of the Site

A certain property known as Green Court to which the Owner is entitled by contract of purchase dated the 12th of October, 1973 from William Beman Yates.

The whole situate in the Parish of St Helier, Vingtaine du Haut de la Ville.

The Site is shown for the purposes of identification on the Plan.



*Signed statements are not to be taken from the family. If documents are to be obtained, the father may need to sign a legal release.

The missing factor must be
concurrent with other relevant
factors, thereby, creating a
synergistic effect.

This laboratory was originally organized as a vehicle for a post-graduate program in water resources of MIT, with a goal of becoming an

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Digimap License No.:

J 155

Client:

Firtree investments Ltd

Project Address:

Greencourt

Green Street

St. Helier

Drawing Title:

GREENCOURT

Scale: 1:12500@A4	Date: Aug 2021
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Status:	Drawing No:	Rev:
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INFORMATION 688 - 001

MAC

ARCHITECTURE FOR YOU

22 Hill Street, St. Helier, Jersey JE2 4UA
www.mac.ie / admin@mac.ie / 736912

SECOND SCHEDULE
The Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1297

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:

Construct 2 no. 3 bed and 1 no. 4 bed dwellings and a block of 1 no. 1 bed and 5 no. 2 bed residential units to West of Greencourt with associated parking and landscape. 3D Model available. AMENDED DESCRIPTION. Design changes to elevations. Site plan and 3D Views. Submission of additional supporting documents. AUGUST 2022 - NEW PROPOSAL SUBMITTED: Restore and refurbish existing Listed Building. Construct a 4-storey apartment block in north-eastern part of the site, to contain 7 no. 2-bedroom units, 2 no. 1-bedroom units, and a roof terrace. Construct a pair of 2-storey semi-detached 3-bedroom houses in southern part of the site. Form parking courtyard between the new buildings with two car ports. Form new vehicle access to the north from adjacent property. Associated landscaping scheme, to include the retention of some existing trees and planting. 3D model updated.

To be carried out at:

Greencourt, Green Street, St Helier, JE2 4UG

REASON 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 submitted plans and other documents, as well as the consultations and representations received.

The approved application is for the repair and refurbishment of an important Listed Building, restoring it to a habitable condition, together with the construction of 11 additional units of accommodation (2 no. dwellings, and 9 no. apartments) within the vacant and undeveloped area of land alongside.

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1297

Approval of the additional units will help to fund the refurbishment of the Listed Building, as well as making best-use of a Built-Up Area site within the Primary Centre of St Helier (as zoned within the Bridging Island Plan).

The architectural design of the new development is considered to be appropriate for the site, taking into account the immediate setting of the Listed Building, as well as the wider townscape context.

The representations made by nearby neighbours are noted and have been taken into account. It is acknowledged that there will be an increased impact on neighbours, as a result of the new development. However, taking into account the wider aims and aspirations of the Island Plan, it is considered that the proposal strikes an appropriate balance between the various factors, and that it would not cause unreasonable harm to neighbouring amenity.

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.

Condition(s):

1. Prior to the commencement of development, details in respect of the following historic-building matters must be submitted to, and approved in writing by, the Chief Officer of Regulation. These works shall thereafter be carried out in full in accordance with such approved details:
 - a.) Final structural proposals to secure the building for full renovation;
 - b.) Details of any new internal services, necessary to accommodate the new uses of rooms, so as to minimise the loss of historic building fabric;
 - c.) A full schedule of all exterior materials;
 - d.) The restoration of external features such as the existing railings;
 - e.) A final specification for internal finishes, including insulation and ventilation following Building byelaw requirements;
 - f.) The repair and restoration of the garden walls;

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1297

- g.) Confirmation of the final boundary treatments between the new houses and Greencroft;
 - h.) Confirmation of the treatment of the main gateway onto Green Street (to confirm the gates as functional, restored and not pinned back);
2. Prior to their first use on site, samples of all external materials to be used (including any hard landscaping materials) shall be submitted to and approved in writing by the Chief Officer. The approved materials shall be implemented in full, and thereafter retained as such.
 3. Prior to the commencement of development, details shall be submitted to, and agreed in writing by, the Chief Officer of Regulation, which demonstrate that the 11 new dwelling units hereby approved will exceed Building Byelaw requirements, in terms of energy efficient homes, by 20%. Thereafter, the agreed details shall be implemented in full, and retained as such.
 4. Prior to the commencement of development, the applicant shall demonstrate, to the satisfaction of IHE Drainage, that the public foul drainage network will be able to cope with any increased loading caused by the new development.
 5. Prior to the commencement of development, a waste management plan, which demonstrates how waste arising during construction will be minimised, shall be submitted to, and agreed in writing by, the Chief Officer.
 6. The obscure glazed screens identified within the approved plans, must be installed prior to the first occupation of the development. In addition to those shown, a similarly-designed obscure glazed screen shall also be installed, to a height of 1.8m, to the eastern edge of the balcony to Unit 6, Bedroom 1. Thereafter, these shall be maintained as such for the lifetime of the development.
 7. The measures outlined in the approved Species Protection Plan (ref. NE/ES/GC.02, 14th November 2019, Nurture Ecology) shall be implemented prior to the commencement of the development, continued throughout the phases of development (where applicable), and thereafter retained and maintained as such. Any variations that may be required as a result of findings on site are to be agreed in writing by the Land Resource Management Team prior to works being undertaken.
 8. 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. Following completion, the landscaping areas shall, thereafter, be maintained as such.

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1297

Reason(s):

1. To ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building or place in accordance with Policies SP4 and HE1 of the adopted Bridging Island Plan.
2. To promote good design and to protect the character and identity of the area, in accordance with Policy GD6 of the adopted Bridging Island Plan.
3. To accord with Policy ME1 of the adopted Bridging Island Plan.
4. To comply with the provisions and requirements of Policy WER7 of the adopted Bridging Island Plan.
5. To comply with the provisions and requirements of Policy WER1 of the adopted Bridging Island Plan.
6. To safeguard the amenities and privacy of the occupants of the adjoining properties in accordance with Policy GD1 of the adopted Bridging Island Plan.
7. To ensure the protection of all protected species in accordance with Policies NE1, and NE3 of the adopted Bridging Island Plan.
8. 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 SP3, SP4 and GD6 of the adopted Bridging Island Plan.

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:

688-001 – Location Plan
688-100 A - Proposed Site Plan Ground Floor Level
688-101 - Proposed Landscape Plan Shown at Roof Level
688-102 - Houses 1 & 2 Plans
688-103 A - Houses 1 & 2 Elevations & Sections
688-104 A - Apartments Ground Floor Plan
688-105 A - Apartments First Floor Plan
688-106 A - Apartments Second Floor Plan
688-107 A - Apartments Third Floor Plan
688-108 A - Apartments Elevations

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1297

688-109 - Apartment Typical Section
688-110 A - North Site Elevation (A) Proposed Flats & Greencourt
688-111 - Long North Elevation (B) Proposed House & Greencourt
688-112 A - Long South Elevation (A) Proposed House & Greencourt
688-113 A - West Site Elevation inc. The Limes Proposed Flats & House and Greencourt
688-114 A - Long South Elevation (B) Proposed Flats & Greencourt
688-115 A - East Site Elevation inc. The Limes Proposed Flats & House and Greencourt
Heritage Impact Assessment - September 2021
Public Art Statement
Species Protection Plan - November 2019

DECISION DATE:

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 in regard to the Site covenants, agrees and undertakes:

COMMENCEMENT

- 1 Not to Commence the Development until the Owner has given to the Chief Officer not less than twenty-eight (28) days' notice in writing of its intention so to do.

CONTRIBUTIONS

- 2 To pay to the Treasurer of the States the Public Walking and Cycling Infrastructure Improvement Contribution not more than twenty-eight (28) days prior to the Commencement of the Development.
- 3 Not to Commence the Development until the Public Walking and Cycling Infrastructure Improvement Contribution shall have been paid to the Treasurer of the States.

LISTED BUILDING

- 4 To Commence the refurbishment and restoration of the Listed Building in an early phase of the development.
- 5 Not to Occupy any Dwelling Unit until such time as the refurbishment and restoration of the Listed Building have been completed in accordance with the Planning Permit and to the prior satisfaction of the Chief Officer.

FOURTH SCHEDULE

Chief Officer's Covenants

Repayment of contributions

- 1 The Chief Officer hereby covenants with the Owner to use or procure the use of all sums received by the Treasurer of the States from 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 Chief Officer shall in their discretion consider to be reasonably appropriate in the circumstances.
- 2 The Chief Officer covenants with the Owner that they 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 (5) years of the date of receipt by the Treasurer of the States of such payment.

Signed on behalf of the Chief Officer

by ...

in the presence of

this 4th day of January 2023

Signed on behalf of Firtree Investments Limited

by

in the pre

this 22nd day of December 2022

Signed on behalf of The Royal Bank of Scotland International Limited

by ...

in the

this 21 day of December 2022